

No 5978219

FERRYBRIDGE INVESTMENTS LIMITED
(the "Company")

Special Resolutions of the Members of the Company

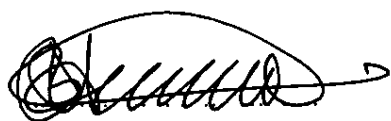
Passed on 1 February 2010

Extract of a written resolution of the members of the Company where the following resolutions were passed as special resolutions

SPECIAL RESOLUTIONS

- 1 THAT
 - 1.1 the articles of association of the Company be amended by deleting all the provisions of the Company's memorandum of association which, by virtue of section 28 of the Companies Act 2006, are to be treated as provisions of the Company's articles of association, and
 - 1.2 the articles of association in the form attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association
- 2 THAT the directors shall have power to disapply the existing shareholders' pre-emption rights for shares of an aggregate nominal amount of up to US\$50,000,000 until 21 December 2014

Certified a true copy



For and on behalf of

Merrill Lynch Corporate Services Limited

Company Secretary

Date 1 February 2010

TUESDAY



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02/02/2010

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COMPANIES HOUSE

No 5978219

The Companies Act 2006

Company Limited by Shares

NEW

ARTICLES OF ASSOCIATION

adopted by special resolution passed on 1 February 2010

of

Ferrybridge Investments Limited
(incorporated on 25 October 2006)

Linklaters

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The Companies Act 2006
Company Limited by Shares

Articles of Association

adopted by special resolution passed on 1 February 2010

of

Ferrybridge Investments Limited (the "Company")

Preliminary

1 Default Articles not to apply

Neither the regulations contained in The Companies (Tables A to F) Regulations 1985, the Companies (Model Articles) Regulations 2008, nor any other articles or regulations prescribing the form of articles which may apply to companies under the Companies Acts or any former enactment relating to companies shall apply to the Company

Part 1
Interpretation

2 Defined terms

2.1 In the Articles, unless the context requires otherwise

"**Allotment Period**" means (i) the period from the date of adoption of these Articles until 30 June 2010 or, if sooner, the end of its next general meeting, or (ii) any period specified as such by the Relevant Ordinary Resolution,

"**Alternate**" or "**Alternate Director**" has the meaning given in Article 31,

"**appointor**" has the meaning given in Article 31,

"**Articles**" means the Company's articles of association,

"**Associated Company**" has the same meaning as in Section 256 of the Companies Act 2006,

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"**Chairman**" has the meaning given in Article 15,

"**Chairman of the Meeting**" has the meaning given in Article 58,

"**Companies Acts**" means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company,

"**Director**" means a director of the Company, and includes any person occupying the position of director, by whatever name called,

“electronic form” has the meaning given in Section 1168 of the Companies Act 2006,

“fully paid”, in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company,

“hard copy form” has the meaning given in Section 1168 of the Companies Act 2006,

“holder”, in relation to shares, means the person whose name is entered in the register of members as the holder of the shares,

“ordinary resolution” has the meaning given in Section 282 of the Companies Act 2006,

“paid” means paid or credited as paid,

“participate”, in relation to a Directors’ meeting, has the meaning given in Article 13,

“payee” has the meaning given in Article 50,

“proxy notice” has the meaning given in Article 65,

“Relevant Director” means any Director or former Director of the Company or any director or former director of an Associated Company of the Company,

“Relevant Ordinary Resolution” means, at any time, the most recently passed resolution varying, renewing or further renewing the authority conferred by Article 38 2,

“Relevant Special Resolution” means, at any time, the most recently passed special resolution renewing or further renewing the authority conferred by Article 38 3,

“Secretary” means any person appointed to perform the duties of the secretary of the Company ,

“Section 551 Amount” means US\$50,000,000 for the first Allotment Period and for any other Allotment Period means the amount specified as such by the Relevant Ordinary Resolution,

“Section 561 Amount” means US\$500,000 for the first Allotment Period and for any other Allotment Period means the amount specified as such in the Relevant Special Resolution,

“shareholder” means a person who is the holder of a share,

“shares” means collectively the Ordinary Shares and the Preference Shares,

“special resolution” has the meaning given in Section 283 of the Companies Act 2006,

“subsidiary” has the meaning given in Section 1159 of the Companies Act 2006,

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law, and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

2 2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company

2 3 The provisions of these Articles relating to general meetings and to the proceedings at such meetings shall apply to separate meetings of a class of shareholders

3 Liability of shareholders

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them

Part 2 Directors

Directors' Powers and Responsibilities

4 Number of Directors

The Directors shall not be less than one and shall not be subject to any maximum

5 Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

6 Shareholders' reserve power

6.1 Subject to the provisions of these Articles relating to the rights attaching to various classes of shares, the shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action

6.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

7 Directors may delegate

7.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles

7.1.1 to such person (who need not be a Director) or committee (comprising any number of persons, who need not be Directors),

7.1.2 by such means (including by power of attorney),

7.1.3 to such an extent,

7.1.4 in relation to such matters or territories, and

7.1.5 on such terms and conditions,

as they think fit

7.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated

7.3 Any reference in these Articles to the exercise of a power or discretion by the Directors shall include a reference to the exercise of a power or discretion by any person or committee to whom it has been delegated

7.4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

8 Committees

- 8 1** The Directors may make regulations in relation to the procedures of committees or sub-committees to whom their powers or discretions have been delegated or sub-delegated. Subject to any such regulations, the meetings and procedures of any committee or sub-committee shall be governed by the provisions of these Articles regulating the meetings and procedures of Directors.
- 8 2** Any such regulations may provide for or authorise the appointment to the committee of persons other than Directors and may provide for members who are not Directors to have voting rights as members of the committee but so that
- 8 2 1** membership of any committee so formed must be comprised of at least one Director,
- 8 2 2** a committee so appointed may, by resolution of its members, delegate authority to a sub-committee comprised of members as the committee sees fit,
- 8 2 3** no resolution of the committee shall be effective unless passed by a majority including at least one member of the committee who is a Director, and
- 8 2 4** all committees and sub-committees will have formal terms of reference adopted by the board of Directors or committee(s) as appropriate and will report to the board of Directors or committee(s) as required.

9 Directors' borrowing powers

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and, subject to Section 551 of the Companies Act 2006, to issue and create mortgages, charges, memoranda of deposits, debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

Decision-making by Directors

10 Directors to take decisions collectively

- 10.1** The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken by Directors' written resolution in accordance with Article 11.

10.2 If

102.1 the Company only has one Director, and

102.2 no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making, provided that any decision taken shall be recorded in writing and the record kept for 10 years.

11 Directors' written resolutions

- 11.1** Any Director may propose a written resolution by giving written notice to the other Directors or may request the Secretary (if any) to give such notice
- 11.2** A Directors' written resolution is adopted when all the Directors who would have been entitled to vote on such resolution if it had been proposed at a meeting of the Directors have
- 11.2.1** signed one or more copies of it, or
 - 11.2.2** otherwise indicated their agreement to it in writing
- 11.3** A Directors' written resolution is not adopted if the number of Directors who have signed it is less than the quorum for Directors' meetings

12 Calling a Directors' meeting

- 12.1** Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors or by requesting the Secretary (if any) to give such notice
- 12.2** Notice of any Directors' meeting must indicate
- 12.2.1** its proposed date and time,
 - 12.2.2** where it is to take place, and
 - 12.2.3** if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 12.3** Notice of a Directors' meeting must be given to each Director, but need not be in writing
- 12.4** Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

13 Participation in Directors' meetings

- 13.1** Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when
- 13.1.1** the meeting has been called and takes place in accordance with the Articles, and
 - 13.1.2** they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 13.2** In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other
- 13.3** If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

14 Quorum for Directors' meetings

- 14.1** At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

14.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two

14.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision

14.3.1 to appoint further Directors, or

14.3.2 to call a general meeting so as to enable the shareholders to appoint further Directors

15 Chairing of Directors' meetings

15.1 The Directors may appoint a Director to chair their meetings

15.2 The person so appointed for the time being is known as the "**Chairman**"

15.3 The Directors may terminate the Chairman's appointment at any time

15.4 If the Chairman is not participating in a Directors' meeting within 10 minutes of the time at which it was to start, the participating Directors may appoint one of their number to chair it

16 Casting vote

16.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote

16.2 This does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes

17 Validity of proceedings

All acts done by any meeting of Directors, or of any committee or sub-committee of the Directors, or by any person acting as a member of any such committee or sub-committee, shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in the appointment of any Director or any such persons, or that any such persons were disqualified or had vacated office, or were not entitled to vote

18 Record of decisions to be kept

The Directors shall ensure that the Company keeps a record, in writing, of every majority decision taken by the Directors and of every Directors' written resolution for at least 10 years from the date of the decision or resolution

19 Directors' discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors

20 Change of name

The Company may change its name by a resolution of the Directors

Directors' Interests

21 Authorisation of Directors' interests

21.1 For the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company

21.2 Authorisation of a matter under this Article 21 shall be effective only if

21.2.1 the matter in question shall have been proposed for consideration at a meeting of the Directors, in accordance with the usual procedures for such meetings or in such other manner as the Directors may resolve,

21.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**"), and

21.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted

21.3 Any authorisation of a matter under this Article 21 may

21.3.1 extend to any actual or potential conflict of interest which may arise out of the matter so authorised,

21.3.2 be subject to such conditions or limitations as the Directors may resolve, whether at the time such authorisation is given or subsequently, and

21.3.3 be terminated by the Directors at any time,

and a Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation

21.4 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under this Article 21 and any contract, transaction or arrangement relating to such a matter shall not be liable to be avoided on the grounds of any such benefit

22 Permitted interests

22.1 Subject to compliance with Article 22.2, a Director, notwithstanding his office, may have an interest of the following kind

22.1.1 where a Director (or a person connected with him) is a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company,

22.1.2 where a Director (or a person connected with him) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Relevant Company, or in which the Company is otherwise interested,

22.1.3 where a Director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest,

22 1 4 where a Director has an interest, or a transaction or arrangement gives rise to an interest, of which the Director is not aware, or

22 1 5 where a Director has any other interest authorised by ordinary resolution

No authorisation under Article 21 shall be necessary in respect of any such interest

22.2 A Director shall declare the nature and extent of any interest permitted under Article 22 1 and not falling under Article 22 3, at a meeting of the Directors or in such other manner as the Directors may resolve

22 3 No declaration of an interest shall be required by a Director in relation to an interest

22 3 1 falling under Article 22 1 1, 22 1 3 or 22 1 4,

22 3 2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware), or

22 3 3 if, or to the extent that, it concerns the terms of his service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles

22.4 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Relevant Company or for such remuneration, each as referred to in Article 22 1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit

22.5 For the purposes of this Article 22, "**Relevant Company**" shall mean

22 5 1 the Company,

22 5 2 a subsidiary of the Company,

22 5 3 any holding company of the Company or a subsidiary of any such holding company,

22 5 4 any body corporate promoted by the Company, or

22 5 5 any body corporate in which the Company is otherwise interested

23 Quorum and voting

23.1 A Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) has an interest, unless the interest is solely of a kind permitted by Article 22 1

23.2 A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which he is not entitled to vote

24 Confidential information

24.1 Subject to Article 24 2, if a Director, otherwise than by virtue of his position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required

24 1 1 to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company, or

24 1 2 otherwise use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director

24 2 Where such duty of confidentiality arises out of a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 24 1 shall apply only if the conflict arises out of a matter which has been authorised under Article 21 or falls under Article 22

24.3 This Article 24 is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 24

25 Directors' interests - general

25 1 For the purposes of Articles 21 to 25

25 1 1 a person is connected with a Director if that person is connected for the purposes of Section 252 of the Companies Act 2006, and

25 1 2 an interest (whether of the Director or of such a connected person) of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

25 2 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors, take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including, without limitation

25 2 1 absenting himself from any meetings of the Directors at which the relevant situation or matter falls to be considered, and

25 2 2 not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information

25.3 The Company may by ordinary resolution ratify any contract, transaction, arrangement or other proposal not properly authorised by reason of a contravention of any provisions of Articles 21 to 25

Appointment of Directors

26 Methods of appointing Directors

- 26 1** Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director
- 26 1 1** by ordinary resolution,
- 26 1 2** by a decision of the Directors, or
- 26 1 3** by a notice given in accordance with Article 28
- 26 2** In any case where, as a result of death, the Company has no shareholders and no Directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a Director
- 26 3** For the purposes of Article 26 2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

27 Termination of Director's appointment

- 27 1** A person ceases to be a Director as soon as
- 27 1 1** that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- 27 1 2** a bankruptcy order is made against that person,
- 27 1 3** a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 27 1 4** a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months,
- 27 1 5** by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- 27 1 6** notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms,
- 27 1 7** that person is absent from meetings of Directors for six months without permission and the Directors have resolved that that person should cease to be a Director,
- 27 1 8** notice of termination is served or deemed served upon the Director and that notice is given by all the other Directors for the time being, or
- 27 1 9** by notice given in accordance with Article 28
- 27 2** If a Director holds an appointment to an executive office which automatically terminates on termination of his office as a Director, his removal from office pursuant to this Article 27 shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company

28 Appointment and removal of Director by majority shareholders

A shareholder or shareholders holding in aggregate a majority of the nominal value of such of the issued share capital of the Company at the relevant time as carries the right of attending and voting at general meetings of the Company may, by notice to the Company, appoint any person to be a Director to fill a vacancy or to be an additional Director and/or may terminate any Director's appointment

29 Directors' remuneration

29.1 Directors may undertake any services for the Company that the Directors decide

29.2 Directors are entitled to such remuneration as the Directors determine

29.2.1 for their services to the Company as Directors, and

29.2.2 for any other service which they undertake for the Company

29.3 Subject to the Articles, a Director's remuneration may

29.3.1 take any form, and

29.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

29.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

30 Directors' expenses

30.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at

30.1.1 meetings of Directors or committees of Directors,

30.1.2 general meetings, or

30.1.3 separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

31 Alternate Directors

31.1 Any Director (the "appointor") may at any time appoint any person (including another Director) to be his alternate (the "Alternate" or the "Alternate Director") and may at any time terminate such appointment

31.2 The appointment or termination of appointment of an Alternate Director must be made by notice in writing signed by the appointor or in any other manner approved by the Directors

31.3 The notice must identify the proposed Alternate and, in the case of an appointment, contain a statement signed by the proposed Alternate stating that the proposed Alternate is willing to act as the Alternate of the Director giving the notice

31.4 The appointment of an Alternate Director shall terminate

- 31 4 1 when the appointor revokes the appointment by notice to the Company specifying when it is to terminate,
- 31 4 2 on the occurrence in relation to the Alternate of any event which, if it happened to the Alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- 31 4 3 on the death of the Alternate's appointor, or
- 31 4 4 if his appointor ceases to be a Director
- 31 5 An Alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director at any such meeting and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meetings to perform all functions of his appointor as a Director For the purposes of the proceedings at such meetings, the provisions of these Articles shall apply as if the Alternate Director (instead of his appointor) were a Director
- 31 6 If an Alternate is himself a Director or shall attend any such meeting as an Alternate for more than one Director, his voting rights shall be cumulative but he shall not be counted more than once for the purposes of the quorum
- 31.7 If his appointor is for the time being temporarily unable to act through ill health or disability, an Alternate's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor
- 31 8 This Article 31 shall also apply (with such changes as are necessary) to such extent as the Directors may from time to time resolve to any meeting of any committee of the Directors of which the appointor of an Alternate Director is a member
- 31.9 An Alternate Director shall not (except as otherwise provided in this Article 31) have power to act as a Director, nor shall he be deemed to be a Director for the purposes of these Articles, nor shall he be deemed to be the agent of his appointor
- 31 10 An Alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent as if he were a Director
- 31.11 An Alternate shall not be entitled to receive remuneration from the Company in respect of his appointment as Alternate Director except to the extent his appointor directs the Company to pay to the Alternate some of the remuneration otherwise payable to that Director
- 32 Secretary**
- 32.1 If the Directors so resolve, a Secretary shall be appointed on such terms as the Directors think fit Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company

33 Associate Directors, First Vice Presidents, Senior Vice Presidents, Vice Presidents and Assistant Vice Presidents and other titles

33 1 The Directors of the Company may from time to time appoint any persons who shall be engaged in the service or employment of the Company or a subsidiary to be Associate Directors, First Vice Presidents, Senior Vice Presidents, Vice Presidents or Assistant Vice Presidents Any such Associate Director, First Vice President, Senior Vice President, Vice President or Assistant Vice President shall be subject to the following provisions, namely

33 1 1 the appointment, continuance in office, removal and duties of the Associate Director, First Vice President, Senior Vice President, Vice President or Assistant Vice President shall be determined by the Directors of the Company with full power to make such arrangements as the Directors of the Company may think fit, and

33 1 2 the expression "**Associate Director**", "**First Vice President**", "**Senior Vice President**", "**Vice President**" or "**Assistant Vice President**" shall mean a person appointed to hold that office pursuant to this Article 33 and shall not imply that the holder thereof is a Director of the Company for any purpose of these presents An Associate Director, First Vice President, Senior Vice President, Vice President or Assistant Vice President shall not (unless he shall be a Director of the Company) describe himself as a Director of the Company and shall not be entitled to participate in the exercise of any of the collective powers or rights of a Director of the Company individually, and if, at the invitation or by the order of the Directors of the Company, any Associate Director, First Vice President, Senior Vice President, Vice President or Assistant Vice President shall attend and take part in the proceedings at any meeting of the board of Directors he shall be deemed to do so in an advisory capacity only

34 Titles including the word "Director" with further description

The Directors may from time to time appoint any person to an office or employment having a designation or title including the word "Director" or attach to any existing office or employment with the Company such a designation or title, provided that such designation shall contain a further word or words describing the office or employment The inclusion of the word "Director" in the designation or title of any office or employment with the Company (other than the office of Managing or Joint Managing or Deputy or Senior or Assistant Managing Director) shall not imply that the holder thereof is a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these presents

34 1 The appointment, continuance in office, removal and duties of such "Directors" shall be determined by the Directors of the Company with full power to make such arrangements as the Directors of the Company may think fit

34 2 The expression "**Managing Director**", "**Executive Director**", or "**Director**", containing a further word or words describing the office or employment shall mean a person appointed to hold that office pursuant to this Article 34 and shall not imply that the holder thereof is a Director of the Company, thereby empowered in any respect to act as Director of the Company, describe himself as a Director of the Company, or be deemed to be a Director of the Company entitled to participate in the exercise of any of the collective powers or rights of a Director of the Company individually, and if, at the invitation or by the order of the Directors of the Company any such holder thereof shall attend and take part in the

proceedings at any meeting of the board of Directors, he shall be deemed to do so in an advisory capacity only and not empowered to act in any respect as a Director of the Company or deemed to be a Director for any other purpose of these presents

Part 3

Shares and Distributions

35 Share capital

35 1 The share capital of the Company at the date of adoption of these Articles is divided into

35 1 1 ordinary shares of US\$1 each (the "**Ordinary Shares**"), and

35 1 2 redeemable preference shares of US\$100,000 each (the "**Preference Shares**")

35 2 All Preference Shares shall rank pari passu with each other in all respects and all Ordinary Shares shall rank pari passu with each other in all respects

35.3 All shares shall be issued fully paid as to their nominal value and any premium determined by the directors at the time of issue and shall be non-assessable

36 All shares to be fully paid up

36.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue

36.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum

37 Directors' powers to allot securities and to sell treasury shares

37 1 Subject to the provisions of the Companies Acts, these Articles and any resolution of the Company, but without prejudice to the rights attached to any existing share or class of shares, the Directors may allot shares in the Company and grant rights to subscribe for, or to convert any security into, shares to such persons, at such times and on such terms, including as to the ability of such persons to assign their rights to be issued such shares, as they think proper

37 2 The Directors shall be generally and unconditionally authorised pursuant to, and in accordance with, Section 551 of the Companies Act 2006 to exercise for each Allotment Period all the powers of the Company to allot shares, and to grant rights to subscribe for, or to convert any security into, shares, of an aggregate nominal amount up to the Section 551 Amount. By such authority the Directors may, during the Allotment Period, make offers or agreements which would or might require shares to be allotted, or rights to be granted, after the expiry of such period

37 3 During each Allotment Period, the Directors shall be empowered to allot equity securities wholly for cash pursuant to and within the terms of the authority in Article 37 2 and to sell treasury shares wholly for cash

37 3 1 in connection with a pre-emptive offer, and

37 3 2 otherwise than in connection with a pre-emptive offer, up to an aggregate nominal amount equal to the Section 561 Amount,

as if Section 561(1) of the Companies Act 2006 did not apply to any such allotment or sale. Under such power the Directors may, during the Allotment Period, make offers or agreements which would or might require equity securities to be allotted after the expiry of such period.

37 4 For the purposes of this Article 37

37 4 1 "equity securities", "ordinary shares" and references to the allotment of equity securities shall have the same meanings as in Section 560 of the Companies Act 2006,

37 4 2 "pre-emptive offer" means an offer of equity securities open for acceptance for a period fixed by the Directors to (a) holders (other than the Company) on the register on a record date fixed by the Directors of Ordinary Shares in proportion to their respective holdings and (b) other persons so entitled by virtue of the rights attaching to any other equity securities held by them, but subject in both cases to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to treasury shares, fractional entitlements, record dates or legal, regulatory or practical problems in, or under the laws of, any territory, and

37 4 3 in the case of rights to subscribe for, or to convert any securities into, shares of the Company, the nominal amount of such securities shall be taken to be the nominal amount of the shares which may be allotted pursuant to such rights

38 Manner of variation of rights

38 1 Subject to the provisions of these Articles relating to the rights attaching to various classes of shares, the special rights attached to any class may be varied or abrogated

38 1 1 with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class, excluding any shares held as treasury shares, or

38 1 2 with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class (but not otherwise),

and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up

38 2 The provisions of these Articles relating to general meetings and to the proceedings at such meetings shall apply to separate meetings of a class of shareholders (with only such changes as are necessary), except that

38 2 1 the necessary quorum at a separate meeting shall be two persons at least, holding or representing by proxy at least one-third in nominal value of the issued shares of the class,

38 2 2 at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum,

38 2 3 any holder of shares of the class present in person or by proxy may demand a poll,

38 2 4 every such holder shall on a poll have one vote for every share of the class held by him, and

38.2.5 if a meeting is adjourned for any reason including a lack of quorum, the adjourned meeting may be held less than 10 clear days after the original meeting notwithstanding Article 60.1

38.3 The provisions of this Article 38 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class, the special rights of which are to be varied

39 Matters not constituting variation of rights

The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by their terms of issue, be deemed to be varied by

39.1 the creation or issue of further shares ranking, as regards participation in the profits or assets of the Company, in some or all respects equally with them but in no respect in priority to them, or

39.2 the purchase or redemption by the Company of any of its own shares

40 Lien

The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person for all monies presently payable by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in any part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon

41 Calls

41.1 Subject to the terms of allotment of the shares, the Directors may make a "call" by requiring a member to pay to the Company any money that is payable on the shares such member holds as at the date of the call

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

41.3 Notice of a call must be given to the relevant member and may specify the time or times and place where payment is required to be made

41.4 A member must pay to the Company the amount called on his shares at the time or times and place specified together with all expenses that may have been incurred by the Company by reason of any non-payment, but is not required to do so until 14 days have passed since the notice of call was sent

41.5 A call may be wholly or partly revoked or postponed at any time before payment of it is made, as the Directors may decide

41.6 The Directors may, if they think fit, receive from any member willing to advance the same or any part of the monies uncalled and remaining unpaid on any shares held by him

42 Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust and, except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

43 Share certificates

43.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

43.2 Every certificate must specify

43.2.1 the number and class of shares to which it relates,

43.2.2 the nominal value of those shares,

43.2.3 that the shares are fully paid, and

43.2.4 any distinguishing numbers assigned to them

43.3 No certificate may be issued in respect of shares of more than one class

43.4 If more than one person holds a share, only one certificate may be issued in respect of it

43.5 Certificates must

43.5.1 have affixed to them the Company's common seal, or

43.5.2 be otherwise executed in accordance with the Companies Acts

44 Replacement share certificates

44.1 A shareholder who has separate certificates in respect of shares of one class may request in writing that it be replaced with a consolidated certificate. The Company may comply with such request at its discretion

44.2 A shareholder who has a consolidated share certificate may request in writing that it be replaced with two or more separate certificates representing the shares in such proportions as he may specify. The Company may comply with such request at its discretion

44.3 If a share certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, the member shall be issued a new certificate representing the same shares upon request

44.4 No new certificate will be issued pursuant to this Article 44 unless the relevant shareholder has

44.4.1 first delivered the old certificate or certificates to the Company for cancellation, or

44.4.2 complied with such conditions as to evidence and indemnity as the Directors may think fit, and

44.4.3 paid such reasonable fee as the Directors may decide

44.5 In the case of shares held jointly by several persons, any request pursuant to this Article 44 may be made by any one of the joint holders

45 Share transfers

- 45.1** Shares may be transferred by means of an instrument of transfer executed by or on behalf of the transferor. Such instrument of transfer must be in hard copy form but may otherwise be in any usual form or any other form approved by the Directors.
- 45.2** No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 45.3** The Company may retain any instrument of transfer which is registered.
- 45.4** The transferor remains the holder of the shares concerned until the transferee's name is entered in the register of members in respect of those shares.
- 45.5** The Directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of the refusal unless they suspect that the proposed transfer may be fraudulent.

46 Transmission of shares

- 46.1** If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 46.2** A transmittee who produces such evidence of entitlement to shares as the Directors may reasonably require
- 46.2.1** may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
- 46.2.2** subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 46.3** A transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which it is entitled, by reason of the holder's death or bankruptcy or otherwise, unless it becomes the holder of those shares.

47 Exercise of transmittees' rights

- 47.1** A transmittee who wishes to become the holder of shares to which it has become entitled must notify the Company in writing of that wish.
- 47.2** If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in hard copy form in respect of it.
- 47.3** Any transfer made or executed under this Article 47 is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

48 Transmittees bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

Dividends and other distributions

49 Procedure for declaring dividends

- 49.1** Subject to the provisions of these Articles, the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends
- 49.2** A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- 49.3** No dividend may be declared or paid unless it is in accordance with shareholders' respective rights
- 49.4** Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it
- 49.5** If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 49.6** The Directors may pay fixed dividends on any class of shares carrying such a dividend expressed to be payable on fixed dates on the dates prescribed for payment if it appears to them that the profits available for distribution justify the payment
- 49.7** If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of a fixed or interim dividend on shares with deferred or non-preferred rights

50 Payment of dividends and other distributions

- 50.1** Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means
- 50.1.1** transfer to a bank or building society account specified by the payee either in writing or as the Directors may otherwise decide,
 - 50.1.2** sending a cheque made payable to the payee by post to the payee at the payee's registered address (if the payee is a holder of the share), or (in any other case) to an address specified by the payee either in writing or as the Directors may otherwise decide,
 - 50.1.3** sending a cheque made payable to such person by post to such person at such address as the payee has specified either in writing or as the Directors may otherwise decide, or
 - 50.1.4** any other means of payment as the Directors agree with the payee either in writing or by such other means as the Directors decide
- 50.2** Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other sum payable on or in respect of a share may be paid in such currency as the Directors may resolve, using such exchange rate for currency conversions as the Directors may select

50.3 In the Articles, the “payee” means, in respect of a share in respect of which a dividend or other sum is payable

50.3.1 the holder of the share,

50.3.2 if the share has two or more joint holders, whichever of them is named first in the register of members,

50.3.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee, or

50.3.4 such other person or persons as the holder (or, in the case of joint holders, all of them) may direct

51 No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

51.1 the terms on which the share was issued, or

51.2 the provisions of another agreement between the holder of that share and the Company

52 Unclaimed distributions

52.1 All dividends or other sums which are

52.1.1 payable in respect of shares, and

52.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed

52.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

52.3 If

52.3.1 12 years have passed from the date on which a dividend or other sum became due for payment, and

52.3.2 the payee has not claimed it,

the payee is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

53 Non-cash distributions

53.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, direct the payment of a dividend in whole or in part by the transfer of non-cash assets of equivalent value (including, without limitation, shares or other securities in any company) and the Directors shall give effect to such resolution

53.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

- 53.2.1 fixing the value of any assets,
- 53.2.2 paying cash to any payee on the basis of that value in order to adjust the rights of recipients, and
- 53.2.3 vesting any assets in trustees

54 Waiver of distributions

Payees may waive their entitlement to a dividend or other distribution payable in respect of a share in whole or in part by giving the Company notice in writing to that effect, but if

- 54.1 the share has more than one holder, or
 - 54.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

55 Authority to capitalise profits and appropriation of capitalised sums

- 55.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution

- 55.1.1 capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account, capital redemption reserve or other undistributable reserve, and
- 55.1.2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions

55.2 Capitalised sums must be applied

- 55.2.1 on behalf of the persons entitled, and
- 55.2.2 in the same proportions as a dividend would have been distributed to them

- 55.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

- 55.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

55.5 Subject to the Articles, the Directors may

- 55.5.1 apply capitalised sums in accordance with Articles 55.3 and 55.4 partly in one way and partly in another,
- 55.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article 55 (including to disregard fractional entitlements or for the benefit of them to accrue to the Company), and

- 55.53 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled to do so which is binding on them in respect of the allotment of shares and debentures to them under this Article 55

Part 4

Decision-making by Shareholders

Organisation of general meetings

56 Attendance and speaking at general meetings

- 56.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 56.2 A person is able to exercise the right to vote at a general meeting when
- 56.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 56.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 56.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 56.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other
- 56.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

57 Quorum for general meetings

- 57.1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 57.2 If, and for so long as, the Company has only one member, that member or the proxy for that member or, where that member is a corporation, its duly authorised representative shall be a quorum at any general meeting of the Company or of the holders of any class of shares

58 Chairing general meetings

- 58.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so
- 58.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start
- 58.2.1 the Directors present, or
 - 58.2.2 (if no Directors are present), the meeting,

must appoint a Director or shareholder to chair the meeting, and such appointment must be the first business of the meeting

- 58.3** The person chairing a meeting in accordance with this Article 58 is referred to as the **"Chairman of the Meeting"**

59 Attendance and speaking by Directors and non-shareholders

- 59.1** Directors may attend and speak at general meetings, whether or not they are shareholders

- 59.2** The Chairman of the Meeting may permit other persons who are not

59.2.1 shareholders of the Company, or

59.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting

60 Adjournment

- 60.1** If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it

- 60.2** The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if

60.2.1 the meeting consents to an adjournment, or

60.2.2 the Chairman of the Meeting considers that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

- 60.3** The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting

- 60.4** When adjourning a general meeting, the Chairman of the Meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors

- 60.5** If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

60.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

60.5.2 containing the same information which such notice is required to contain

- 60.6** No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

61 Period for agreeing to written resolution

A proposed shareholders' written resolution lapses if it is not passed before the end of the period of seven clear days beginning with the circulation date

Voting at general meetings

62 Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, a resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

63 Errors and disputes

63.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

63.2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final

64 Poll votes

64.1 A poll on a resolution may be demanded

64.1.1 in advance of the general meeting where it is to be put to the vote, or

64.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

64.2 A poll may be demanded by

64.2.1 the Chairman of the Meeting,

64.2.2 the Directors,

64.2.3 two or more persons having the right to vote on the resolution, or

64.2.4 a person or persons representing not less than 10 per cent of the total voting rights of all the shareholders having the right to vote on the resolution

64.3 A demand for a poll may be withdrawn if

64.3.1 the poll has not yet been taken, and

64.3.2 the Chairman of the Meeting consents to the withdrawal

64.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs

65 Content of proxy notices

65.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

65.1.1 states the name and address of the shareholder appointing the proxy,

65.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,

65.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and

- 65.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- 65.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 65.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

66 Delivery of proxy notices

- 66.1 Proxy notices in hard copy form must be received at such place and by such deadline specified in the notice convening the meeting. If no place is specified, then the proxy notice must be received at the registered office of the Company for the time being. If no deadline is specified, proxy notices must be received before the start of the meeting or adjourned meeting or, if a poll is taken otherwise than at or on the same day as the meeting or adjourned meeting, at the time for the taking of the poll at which it is to be used
- 66.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person
- 66.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 66.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 66.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf
- 66.6 Any vote cast or poll demanded by a proxy shall not be invalidated by the previous death or insanity of the shareholder or by the revocation or termination of the appointment of the proxy or of the authority under which the appointment was made unless notice of such death, insanity, revocation or termination was received in writing at the place specified in the notice of meeting for the receipt of proxy notices (or, if no place is specified, the registered office for the time being) before the start of the meeting or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll

67 Amendments to resolutions

- 67.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- 67.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine), and

- 67.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution
- 67.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- 67.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 67.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 67.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution

Part 5

Administrative Arrangements

68 Means of communication to be used

- 68.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 68.2 Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, which is
- 68.2.1 sent by hand and properly addressed shall be deemed to have been received by the intended recipient on the day of delivery, or
- 68.2.2 sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of 24 hours (or, where first class mail is not employed, 48 hours) after the time it was posted,
- and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed and, in the case of post, pre-paid and posted
- 68.3 Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient 24 hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed
- 68.4 Any notice or other document left by the Company at a registered address otherwise than by post, or sent by electronic means shall be deemed to have been served or delivered when it was so left or sent
- 68.5 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding
- 68.6 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the

means by which that Director has asked to be sent or supplied with such notices or documents for the time being

- 68.7** A Director may agree with the Company that notices, documents or information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than that provided in this Article 68

69 Joint holders

- 69.1** Except as otherwise specified in the Articles, anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the register of members in respect of the share

- 69.2** Except as otherwise specified in the Articles, any notice, document or information which is authorised or required to be sent or supplied to joint holders of a share may be sent or supplied to the joint holder whose name stands first in the register of members in respect of the share, to the exclusion of the other joint holders

- 69.3** The provisions of this Article 69 shall have effect in place of the provisions of Schedule 5 of the Companies Act 2006 regarding joint holders of shares

70 Company seals

- 70.1** Any common seal may only be used by the authority of the Directors

- 70.2** The Directors may decide by what means and in what form any common seal is to be used

- 70.3** Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

- 70.4** For the purposes of this Article 70, an authorised person is

70.4.1 any Director of the Company,

70.4.2 the Secretary (if any), or

70.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied

- 70.5** The Company may exercise all powers conferred by the Companies Act 2006 with regard to having an official seal for use abroad and such powers shall be vested in the Directors

71 No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder

72 Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or

former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

73 Bank mandates

The Directors may by majority decision or written resolution authorise such person or persons as they think fit to act as signatories to any bank account of the Company and may amend or remove such authorisation from time to time by resolution

74 Authentication of documents

74 1 Any Director or the Secretary (if any) or any person appointed by the Directors for the purpose shall have power to authenticate

74 1 1 any document affecting the constitution of the Company,

74 1 2 any resolution passed at a general meeting or at a meeting of the Directors or any committee, and

74 1 3 any book, record, document or account relating to the business of the Company, and to certify copies or extracts as true copies or extracts

74 2 A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified, shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting

Directors' liabilities

75 Indemnity

75 1 Subject to Article 75 2, a Relevant Director may be indemnified out of the Company's assets against

75 1 1 any liability incurred by or attaching to that Relevant Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company,

75 1 2 any liability incurred by or attaching to that Director in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006), and

75 1 3 any other liability incurred by or attaching to that Director as an officer of the Company or an Associated Company

75 2 This Article 75 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

75 3 Where a Relevant Director is indemnified against any liability in accordance with this Article 75, such indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto

76 Insurance

76 1 The Directors shall have the power to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any relevant loss

76.2 In this Article 76, a "relevant loss" means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Relevant Director's duties or powers in relation to the Company, any Associated Company or any pension fund or employees' share scheme of the Company or Associated Company

77 Defence expenditure

77.1 So far as may be permitted by the Companies Acts, the Company may

77 1 1 provide a Relevant Director with funds to meet expenditure incurred or to be incurred by him in

- (i) defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company, or
- (ii) connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006, and

77 1 2 do anything to enable any such Relevant Director to avoid incurring such expenditure

77.2 The terms set out in Section 205(2) of the Companies Act 2006 shall apply to any provision of funds or other things done under Article 77 1 above

77 3 So far as may be permitted by the Companies Acts, the Company

77 3 1 may provide a Relevant Director with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company, and

77 3 2 may do anything to enable any such Relevant Director to avoid incurring such expenditure

Part 6 Share Rights

78 Rights attached to shares

78 1 Subject to the provisions of the Companies Acts and to any rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Directors may decide

78 2 Save with the consent or sanction of the holder or holders of all the Preference Shares, the Company shall not vary, alter or in any other way affect any of the rights attached to the Preference Shares

78 3 For the avoidance of doubt, the rights attached to the Preference Shares shall not be deemed to be varied by the creation or issue of further shares of any other class ranking *pari passu* with or after the Preference Shares in all respects

79 Voting rights of the Preference Shares and the Ordinary Shares

Ordinary Shares will carry voting rights as set out in these Articles. Preference Shares will carry no voting rights

80 Dividends of the Preference Shares and the Ordinary Shares

Dividends shall be paid in accordance with the provisions of the Companies Acts and these Articles, *pro rata* as between the holders of Ordinary Shares and Preference Shares in respect of their percentage holding of share capital of the Company. The Ordinary Shares and the Preference Shares shall rank *pari passu* with each other in respect of dividends

81 Redemption of the Preference Shares

81.1 The Preference Shares of the Company shall be mandatorily redeemed by the Company on the date falling twenty years after the issue of such Preference Shares (the "Redemption Date")

81 2 On the Redemption Date, the Company shall be bound to redeem the relevant Preference Shares and shall pay to such holders no later than 12 00 noon (London time) on such date the amounts due to them in respect of such redemption in immediately available funds at the account notified from time to time in writing by the holder of such Preference Shares to the Company. On redemption, there shall be paid on each Preference Share to be redeemed under this Article 81 an amount equal to the nominal value of each Preference Share to be redeemed

81 3 The Preference Shares shall not be treated as having been redeemed until all moneys due on redemption have been paid

81 4 The receipt of the registered holder for the time being of any Preference Shares (or, in the case of joint registered holders, the receipt of any of them) of the moneys payable on redemption thereof shall constitute an absolute discharge to the Company in respect thereof

81 5 On or following the relevant Redemption Date, upon payment in full of all moneys due on redemption in accordance with these Articles, the holder of the Preference Shares to be redeemed shall cease to be entitled to any rights in respect of such Preference Shares and accordingly the register of members shall be updated to reflect such redemption and the Preference Shares redeemed shall be available for re-issue and until re-issued shall form part of the unissued share capital of the Company