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COMPANIES HOUSE

THE COMPANIES ACTS 1985, 1989 and 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of ACM Shipping Group Limited (company registration number 05990315) as adopted on 2 September 2008 and amended by a special resolution passed on 7 July 2014 and as altered by a court order dated 25 July 2014 and as amended by special resolution dated 28 April 2016



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THE COMPANIES ACTS 1985, 1989 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of ACM Shipping Group Limited

(the "Company")

PRELIMINARY

1 TABLE A

Neither the Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 or in any Table A applicable to the Company under any former enactment relating to companies nor regulations set out in any statute, statutory instrument or other subordinate legislation made under any statute concerning companies shall apply to the Company unless they are repeated or contained in these Articles but the following shall be the Articles of Association of the Company

2. INTERPRETATION

- 2.1 In these Articles (if not inconsistent with the subject or context) the words and expressions set out below shall bear the following respective meanings

"1985 Act"

means the Companies Act 1985 (as in force from time to time),

"2006 Act"

means the Companies Act 2006 (as in force from time to time),

"address"

includes, in the context of electronic communications expressly permitted by or pursuant to these Articles, such number or address for the time being notified to the sender (and if the Company, notified in such manner as has been specified by the Directors) by or on behalf of the recipient as being acceptable to the recipient for the particular manner of electronic communication for the subject or class of subject matter concerned,

"AIM"

means the AIM market operated by the London Stock Exchange,

"AIM Rules"

means, together, the AIM Rules for Companies and the AIM Rules for Nominated Advisors published by the London Stock Exchange from time to time,

"Articles"

means these Articles of Association as from time to time altered by special resolution (and "Article" means one of these Articles),

"Auditors"

means the auditors of the Company for the time being or in the case of joint auditors, any one of them,

"clear days"

means that period, in relation to a period of notice, 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,

"Chairman"

means the chairman (if any) of the Directors or, where the context requires, the chairman of a general meeting of the Company,

"communication"

shall, where the context so admits, have the same meaning as in the Electronic Communications Act,

"Company"

means ACM Shipping Group Limited,

"Director"

means any director of the Company from time to time,

"Directors"

means the directors from time to time of the Company or the directors present or deemed to be present at a duly convened meeting of the directors at which a quorum is present,

"dividend"

includes bonus,

"electronic communication"

shall, where the context so admits, have the same meaning as in the Electronic Communications Act including, without limitation, e-mail, facsimile, CD Rom, audio tape, telephone transmission and publication on a web site and "electronic communications" shall be construed accordingly,

"electronic copy", "electronic form" and "electronic means"

have the meanings given in section 1168 of the 2006 Act,

"Electronic Communications Act"

means the Electronic Communications Act 2000,

"execution"

means any mode of execution (and **"executed"** shall be construed accordingly).

"FSMA"

means the Financial Services and Markets Act 2000,

"hard copy" and "hard copy form"

have the meanings given in section 1168 of the 2006 Act,

"holder"

means (in relation to any share) the member whose name is entered in the Register as the holder or, where the context permits, the members whose names are entered in the Register as the Joint holders, of that share,

"in writing" and "written"

means, in the context of electronic communications and documents, contained therein, and, in a communication or document which can be received in legible form or which can be made legible following receipt in a form which is not legible and in cases of communications and documents which are not electronic communications, means that which is legible before being sent or otherwise supplied and which does not change form during that process,

"London Stock Exchange"

means London Stock Exchange plc,

"member"

means a member of the Company or a member of a committee of the Directors as the context requires,

"month"

means calendar month,

"Office"

means the registered office of the Company for the time being,

"paid"

means paid or credited as paid,

"recognised clearing house"

means a clearing house granted recognition under FSMA,

"recognised investment exchange"

means an investment exchange granted recognition under FSMA,

"recognised person"

means a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange which is designated as mentioned in section 778(2) of the 2006 Act,

"Register"

means the register of members of the Company kept pursuant to section 352 of the 1985 Act or, as the case may be, any overseas branch register kept pursuant to **Article 95**,

"Regulations"

means the Uncertificated Securities Regulations 2001 (SI 2001, No 3755) (as amended by the Uncertificated Securities (Amendment) Regulations 2007 (SI 2007 No 0124)) including any modification or re-enactment for the time being in force,

"relevant system"

means the computer-based system and procedures which enable title to shares to be evidenced and transferred without a written instrument, and which facilitate supplementary and incidental matters in accordance with the Regulations,

"Seal"

means the common seal (if any) of the Company or any official or securities seal that the Company may be permitted to have under the 2006 Act,

"Secretary"

means the secretary of the Company for the time being or any other person appointed to perform the duties of the secretary of the Company, including (subject to the provisions of the 2006 Act) a joint, assistant or deputy secretary,

"Securities Seal"

means an official seal kept by the Company by virtue of sections 49 and 50 of the 2006 Act,

"share"

means any share from time to time in issue in the share capital,

"signed" and "signature"

in the context of electronic communications shall be construed in accordance with **Article 132**,

"Statutes"

means the 1985 Act, the 2006 Act, the Regulations, the Electronic Communications Act and every other act, order, regulation or other subordinate legislation made pursuant thereto for the time being in force concerning or affecting companies and affecting the Company,

"Transfer Office"

means the place where the Register is situate for the time being,

"UK Listing Authority"

means the Financial Services Authority acting in its capacity as competent authority for the purposes of part V1 of FSMA,

"uncertificated share"

means (subject to Regulation 42(11)(a) of the Regulations) a share in the capital of the company title to which is recorded on the operator register of members of the company and which may, by virtue of the Regulations, be transferred by means of a relevant system and references in these Articles to a share being held in uncertificated form shall be construed accordingly,

"United Kingdom"

means Great Britain and Northern Ireland,

"year"

means calendar year

- 2 2 Unless the context otherwise requires
- 2 2 1 words importing the masculine gender include the feminine gender,
- 2 2 2 words importing persons include bodies corporate and unincorporated associations,
- 2 2 3 words importing the singular shall, where the context so permits, include a reference to the plural and vice versa
- 2 3 Subject as aforesaid any words or expressions defined in the 2006 Act shall (if not inconsistent with the subject or context) bear the same meaning in these Articles Any words or expressions to which a particular meaning is given in both the 1985 Act and the 2006 Act, in each case as in force when these Articles are adopted, shall have the meaning given in the 2006 Act, except where such word or expression is otherwise defined in these Articles
- 2 4 Subject to the above, reference to any act, statute or statutory provision shall include any statutory modification, amendment or re-enactment thereof and every other act, order, regulation or other subordinate legislation made pursuant thereto from time to time in force
- 2 5 Words and expressions contained in these Articles shall have the same meaning as in the Regulations
- 2 6 References in these Articles to an uncertificated share or to a share (or to a holding of shares) being in uncertificated form are references to that share being an uncertificated unit of a security, and references to a certificated share or to a share being in certificated form are references to that share being a unit of a security which is not an uncertificated unit
- 2 7 A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles
- 2 8 The headings are inserted for convenience only and shall not affect the construction of these Articles

SHARE CAPITAL

3. AMOUNT AND COMPOSITION OF SHARE CAPITAL

- 3 1 The share capital of the Company is divided into such number of ordinary shares of one penny each as is equal to the number of Excluded Shares (as defined in the Scheme referred to below and hereinafter called the "**Excluded Shares**") and such numbers of A ordinary shares of 1/2,581 pence each ("**A Shares**") and B ordinary shares of 1/2,581 pence each ("**B Shares**") (the Excluded Shares, the A Shares and the B Shares are hereinafter collectively called the "**Ordinary Shares**") as the directors of the Company shall specify at the Reorganisation Record Time, based on the valid Elections (as defined in the scheme of arrangement dated 12 June 2014 between the Company and the Scheme Shareholders) (in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Braemar Shipping Services Plc ("**Braemar**") and the Company) (the "**Scheme**") received and the provisions of the Scheme
- 3 2 The Ordinary Shares shall rank equally as if they were the same class of ordinary shares in all respects and the rights attaching to such shares shall be identical, save that upon the implementation of the Scheme
- 3 2 1 each A Share shall confer upon the holder thereof the right to receive 0 1 pence in cash, subject to the provisions of the Scheme, and
- 3 2 2 each B Share shall confer upon the holder thereof the right to receive 0 4/2,081 of an ordinary share of 10 pence in the capital of Braemar, subject to the provisions of the Scheme
- 3 3 New Braemar Ordinary Shares (as defined in the Scheme) shall be issued in accordance with and pursuant to the terms of the Scheme

4. VARIATION OF CLASS RIGHTS

- 4 1 Whenever the share capital of the Company is divided into different classes of shares, any rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of the class excluding shares of that class held as treasury shares, or with the sanction of a special resolution passed at a separate general meeting duly convened and held in accordance with these Articles of such holders (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
- 4 2 **Article 4 1** 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 whereof are to be varied

- 4 3 Save as aforesaid, the special rights attached to any class of shares shall not, unless otherwise expressly provided by the terms of issue thereof, be deemed to be varied or abrogated by
- 4 3 1 the creation or issue of further shares ranking as regards participation in the profits or assets of the Company *pari passu* in all respects (save as to the date from which these new shares shall rank for dividend) therewith but in no respect in priority thereto or by the purchase or redemption by the Company of its own shares in accordance with the provisions of the Statutes and **Article 9**, or
- 4 3 2 the Company permitting, in accordance with the Regulations, the holding of or transfer of title in the shares of that or any other class in uncertificated form by means of a relevant system

5. "NON VOTING" AND "LIMITED VOTING" SHARES

Any class of shares issued without the right to vote at general meetings shall include the words "non-voting" in the name by which the same is designated and where the equity capital of the Company includes shares with different voting rights the designation of each such class (other than the class with the most favourable voting rights attached thereto) shall include the words "limited voting"

ALTERATION OF SHARE CAPITAL

6 INCREASE, CONSOLIDATION, CANCELLATION AND SUB-DIVISION

- 6 1 The Company may from time to time by ordinary resolution increase its share capital by such sum to be divided into shares of such amounts as the resolution shall prescribe. Except as otherwise provided by or pursuant to these Articles or by the conditions of issue, all new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise
- 6 2 The Company may from time to time by ordinary resolution
- 6 2 1 consolidate and divide all or any of its share capital into shares of larger nominal amount than its existing shares,
- 6 2 2 cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its share capital by the nominal amount of the shares so cancelled,
- 6 2 3 sub-divide its shares, or any of them, into shares of a smaller nominal amount than is fixed by the memorandum of association (subject to the provisions of the Statutes), and so that the resolution whereby any share is sub-divided may determine that, as between the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares
- 6 3 Upon any consolidation of fully paid shares into shares of larger amounts the Directors may, as between the shares so consolidated, determine which shares are consolidated into each consolidated share

7 FRACTIONS

Whenever as the result of any consolidation or division or sub-division of shares any members of the Company would become entitled to fractions of shares, the Directors may on behalf of those members deal with such fractions as they shall determine and in particular (but without prejudice to the generality of the foregoing) may sell the shares representing the fractions to any person (including, subject to the provisions of the Statutes, the Company) for the best price reasonably obtainable and pay and distribute the net proceeds of the sale in due proportions amongst those members (except that any amount otherwise due to a member, being less than five pounds (£5) or such other nominal sum as the Directors may from time to time determine, may be retained for the benefit of the Company) For the purpose of giving effect to any such sale the Directors may, in respect of certificated shares, authorise some person to execute a transfer of the shares sold on behalf of the members so entitled, or, in respect of uncertificated shares nominate any person to transfer such shares in accordance with the facilities and requirements of the relevant system concerned or, in either case, in accordance with the directions of the purchaser thereof or any other person nominated by the purchaser and may cause the name of the purchaser or his nominee to be entered in the Register as the holder of the shares comprised in any such transfer The purchaser shall not be bound to see to the application of the purchase money nor shall the title of the transferee to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale For the purposes of this **Article 7**, any shares representing fractional entitlements to which any member would, but for this **Article 7**, become entitled may be issued in certificated form or uncertificated form

8 REDUCTION OF CAPITAL

Subject to the provisions of the Statutes and to any rights for the time being attached to any share the Company may by special resolution reduce its share capital or any capital redemption fund, share premium account or other undistributable reserve in any manner and with and subject to any authority and consent required by law or any rights from time to time attached to any shares of the Company

9 PURCHASE OF OWN SHARES

The Company may, subject to the provisions of the Statutes and to sanction by a special resolution passed at a separate class meeting of the holders of any class of shares in issue which are convertible into equity share capital of the Company, purchase all or any of its own shares of any class (including any redeemable shares) or enter into such agreement (contingent or otherwise) in relation to the purchase of its own shares on such terms and in such manner as may be approved by such resolution and permitted by the Statutes Any shares to be so purchased may be selected in any manner whatsoever

SHARES

10 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 compelled in any way to recognise (even when having notice thereof) any

equitable, contingent, future, partial or other claim to or 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 thereof in the registered holder

11 POWER TO ATTACH RIGHTS AND ISSUE REDEEMABLE SHARES

Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being in issue and subject to the provisions of the Statutes, any share in the Company may be allotted or issued with such preferred, deferred or other special rights, or subject to such restrictions whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Directors may determine, and, subject to the provisions of the Statutes, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company, or the holder, on such terms and in such manner as may be set out in these Articles or (as to the date on or by which or the dates between which the shares are to be or may be redeemed) as may be determined by the Directors prior to the date of issue

12 ALLOTMENT

Subject to the provisions of the Statutes and any direction or authority contained in the resolution of the Company in general meeting creating or authorising the same, the Directors are generally and unconditionally authorised to allot (with or without conferring a right of renunciation) all unissued ordinary shares for the time being in the capital of the Company or to grant options or rights of subscription or conversion over unissued shares to such persons (whether existing shareholders or not) at such times and generally on such terms, conditions and provisions as they think proper

13 COMMISSIONS

The Company may exercise the powers of paying commissions or brokerage conferred or permitted by the Statutes Subject to the provisions of the Statutes and to the provisions of any relevant listing rules or the AIM Rules made by the UK Listing Authority or any recognised investment exchange (within the meaning of FSMA) in each case to the extent applicable to the Company from time to time, any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares in the capital of the Company or the grant of an option to call for such an allotment or by any combination of such methods as the Directors may think fit

14. RENUNCIATION

The Directors may at any time after the allotment of any share, but before any person has been entered in the Register as the holder thereof, recognise a renunciation thereof by the allottee in favour of some other person, and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose

SHARE CERTIFICATES

15 UNCERTIFICATED SHARES

- 15 1 Subject to the 2006 Act the Directors may issue shares as certificated shares or as uncertificated shares in its absolute discretion and **Articles 12, 125 and 126** shall be construed accordingly Unless otherwise determined by the Directors and permitted by the Regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument by virtue of the Regulations
- 15 2 Notwithstanding any provisions of these Articles, the Directors shall have power to implement any arrangements or regulations (if any) they may, in their absolute discretion, think fit in relation to the evidencing of title to and transfer of an uncertificated share (subject always to the Regulations and the facilities and requirements of the relevant system concerned and otherwise for the purpose of implementing and/or supplementing the provisions of this **Article 15**) No provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the holding of shares in uncertificated form, the transfer of title to shares by means of a relevant system, or any provision of the Regulations
- 15 3 A member may, in accordance with the Regulations, change a share of a class which is a participating security from a certificated share to an uncertificated share and from an uncertificated share to a certificated share
- 15 4 Notwithstanding anything in these Articles to the contrary any shares in the Company may be issued, held, registered, converted to, transferred or otherwise dealt with in uncertificated form Conversion of a certificated share into an uncertificated share, and vice versa, may be made in such manner as the Directors may, in their absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned)
- 15 5 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 required by the Regulations and the relevant system concerned Unless the Directors otherwise determine, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings
- 15 6 A class of share 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 applies only in respect of certificated or uncertificated shares
- 15 7 The Directors may utilise the relevant system to the fullest extent available from time to time in the exercise of the Company's powers or functions under the Statutes or these Articles or otherwise effecting actions and the Directors may resolve that a class of shares is to become a participating security and may at any time determine that a class of shares shall cease to be a participating security

- 15 8 Where any class of shares in the capital of the Company is a participating security and the Company is entitled under any provisions of the Statutes or the rules made and practices instituted by the operator of the relevant system or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any shares which are held in uncertificated form, that entitlement (to the extent permitted by the Regulations and the rules made and practices instituted by the operator of the relevant system) shall include the right to
- 15 8 1 request or require the deletion of any computer-based entries in the relevant system relating to the holding of those shares in uncertificated form, and/or
- 15 8 2 require any holder of any uncertificated shares which are the subject of any exercise by the Company of that entitlement, by notice in writing to the holder concerned, to change his holding of those uncertificated shares into certificated from within a period as may be specified in the notice, prior to completion of any disposal, sale or transfer of those shares or direct the holder to take any steps, by instructions given by means of a relevant system or otherwise as may be necessary to sell or transfer those shares, and/or
- 15 8 3 appoint any person to take steps by instruction given by means of a relevant system or otherwise, in the name of the holder of those shares as may be required to effect a transfer of those shares and those steps shall be effective as if they had been taken by the registered holder of the uncertificated shares concerned, and/or
- 15 8 4 transfer any uncertificated shares which are the subject of any exercise by the Company of that entitlement by entering the name of the transferee in the Register in respect of that share as a transferred share, and/or otherwise rectify or change the Register in respect of that share in any manner as may be appropriate, and take any other action as may be necessary to enable those shares to be registered in the name of the person to whom the shares have been sold or disposed of or as directed by him
- 15 9 The provisions of **Articles** 16 and 17 shall not apply to uncertificated shares

16 RIGHT TO SHARE CERTIFICATES

- 16 1 Subject to **Article** 15, every person (other than a recognised clearing house (within the meaning of FSMA) or a nominee of a recognised clearing house or of a recognised investment exchange (within the meaning of FSMA) in respect of which the Company is not required by law to complete and have ready for delivery a certificate) upon becoming the holder of a certificated share and whose name is entered as a member on the Register shall be entitled within two months after allotment or lodgement of a transfer, as the case may be (unless the terms of issue of the shares provide otherwise), and without charge to one certificate for all the certificated shares of any class registered in his name or, in the case of shares of more than one class being registered in his name, to a separate certificate for each class of shares so registered
- 16 2 Any share certificate (other than letters of allotment, scrip certificates and other like documents) shall be issued under the Seal or under a Securities Seal or in such other manner having the same effect as if issued under the Seal as the Statutes and the rules of the London Stock Exchange, and/or the UK Listing Authority, and/or the AIM Rules, in each case to the extent applicable to the Company from time to time, may permit and shall specify the number and class of shares and the distinguishing numbers (if any) to which it relates and the amount paid up thereon Without limitation to the foregoing, the Directors may, by

resolution, decide either generally or in a particular case or cases that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical or electronic means or may be printed on them or that the certificates need not be signed by any person

- 16 3 The Company shall not be bound to register more than four persons as the holder of any share and, in the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of joint holders shall be sufficient delivery to all
- 16 4 Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge

17. REPLACEMENT CERTIFICATES

- 17 1 Any two or more certificates representing shares of any one class held by any member may at his request and upon surrender of the original certificates be cancelled by the Directors and a single new certificate for such shares issued in lieu without charge
- 17 2 Two or more certificates representing shares held by any member may at his request be issued to him by the Directors in such proportions as he may specify upon surrender of the original certificate for cancellation and upon payment of such reasonable sum as the Directors see fit and may decide
- 17 3 If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares shall be issued to the holder upon request, subject to delivery up of the old certificate (unless alleged to have been lost, stolen or destroyed), on compliance with such conditions as to evidence and indemnity and the payment of exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit The Company shall be entitled to cancel any old certificate which has been replaced by a new certificate
- 17 4 In the case of shares held jointly by several persons any such request may be made by any one of the joint holders

CALLS ON SHARES

18 CALLS

- 18 1 Subject to the terms of allotment of shares the Directors may from time to time make calls upon the members in respect of any moneys unpaid on shares of any class held by them (whether on account of the nominal value thereof or by way of premium) but subject always to the terms of issue of such shares A call shall be deemed to have been made at the time when the resolution of the Directors or (as the case may require) any person to whom power has been delegated pursuant to these Articles serves notice of exercise of that power, authorising the call is passed, and may be made payable by instalments

- 18.2 Each member shall (subject to receiving at least 14 clear days' notice specifying the time or times and place of payment and whether or not by instalments) pay to the Company at the time or times and place so specified the amount called on his shares as required by the notice. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be made payable by instalments and may at any time before receipt be revoked or postponed in whole or in part as the Directors may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the share in respect of which the call was made.

19 INTEREST ON CALLS

If any amount called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the amount is due and payable shall pay interest thereon from and including the day appointed for payment thereof to but excluding the day of actual payment at such rate as may be fixed by the terms of allotment of the share or, if no rate is fixed, at such rate (not exceeding 15 per cent per annum compounded on a six monthly basis) as the Directors determine and all costs, charges and expenses incurred by the Company by reason of such non-payment, but the Directors shall be at liberty in any case to waive payment of such interest or such costs, charges and expenses wholly or in part. Unless the Directors otherwise determine no dividend or other payment or distribution in respect of any such share or right to be present and vote at a general meeting or at any separate general meeting of the holders of any class of shares either in person or (save as proxy for another member) by proxy, or to be reckoned in a quorum, or to exercise any other right or privilege as a member in respect of a share held by him shall be paid, distributed or exercised so long as any such sum or any interest or expenses payable in accordance with this **Article 19** in relation thereto remains due.

20 AMOUNTS TREATED AS CALLS

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

21 POWER TO DIFFERENTIATE

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

22. PAYMENT IN ADVANCE

The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him, and such payment in advance of

calls shall extinguish pro tanto the liability upon the shares in respect of which it is made, and upon the money so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares concerned, the Company may pay interest at such rate (not exceeding 15 per cent per annum) as the member paying such sum and the Directors agree upon. The Directors may at any time repay the amount so advanced on giving to that member not less than three months' notice in writing of their intention in that behalf, unless before expiration of that notice the amount so advanced shall have been called up on the shares in respect of which it was advanced

FORFEITURE AND LIEN

23 NOTICE IF CALL NOT PAID

- 23 1 If a member or person entitled by transmission fails to pay in full any call or instalment of a call on or before the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued thereon and any costs, charges and expenses incurred by the Company by reason of such non-payment
- 23 2 The notice shall name a further day (not being less than seven clear days from the date of service 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 in accordance therewith the shares on which the call was made will be liable to be forfeited

24 FORFEITURE FOR NON-COMPLIANCE AND NOTICE AFTER FORFEITURE

- 24 1 If the requirements of any such notice 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 and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared or other money payable in respect of the forfeited share and not actually paid before forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Directors. The Directors may accept a surrender of any share liable to be forfeited hereunder and, in that event, references in these Articles to forfeiture shall include surrender
- 24 2 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 by transmission (as the case may be) to the share, but no forfeiture shall be invalidated by any omission or neglect to give such notice. An entry of the fact and date of forfeiture shall be made in the Register

25 DISPOSAL OF FORFEITED SHARES

A share so forfeited shall on forfeiture become the property of the Company and may within three years of such forfeiture be sold, re-allotted or otherwise disposed of, either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors

think fit The Company shall not exercise any voting rights in respect of such a share The Directors may, if necessary, authorise some person to transfer a forfeited share to any such other person as aforesaid Any share not disposed of in accordance with the foregoing provisions within a period of three years from the date of its forfeiture shall thereupon be cancelled in accordance with the provisions of the Statutes

26. ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE

A person whose shares have been forfeited shall cease to be a member in respect of the shares so forfeited and shall surrender to the Company for cancellation the certificate for the shares forfeited, but shall notwithstanding the forfeiture remain liable

- 26 1 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 the rate of 15 per cent per annum (or such lower rate as the Directors may determine) from the date of forfeiture until payment,
- 26 2 to satisfy any claims, demands and liabilities which the Company might have enforced in respect of the share at the time of forfeiture, and
- 26 3 the Directors in their absolute discretion may enforce any such payment claim or demand without any allowance for the value of the shares at the time of forfeiture or any consideration received on their disposal or may waive payment on satisfaction thereof in whole or in part

27. 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 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 Statutes given or imposed in the case of past members

28. LIEN ON SHARES NOT FULLY PAID

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share to the extent and in the circumstances permitted by section 670 of the 2006 Act The Company's lien on a share shall extend to all amounts (including dividends and distributions) payable thereon The Directors may waive any lien which *has arisen or may* resolve that any share shall for some limited period be exempt, wholly or partially, from the provisions of this Article 28

29. ENFORCEMENT OF LIEN

The Company may sell in such manner as the Directors think fit all or any share on which the Company has a lien at any time or times and in any manner as it may determine, but no sale shall be made unless a sum in respect of which the lien exists is presently payable nor until the

expiration of 14 clear days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the persons (if any) entitled by transmission

30. PROCEEDS OF SALE

The net proceeds of such sale, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists, so far as the same are presently payable, and any residue shall, upon surrender to the Company for cancellation of the certificate for the shares sold or the provision of such indemnity (with or without security) as to any lost or destroyed certificate as the Directors may decide, (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the member or any person entitled to the shares at the time of the sale without interest. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

31. DISPOSAL OF SHARES

A statutory declaration in writing by a Director or the Secretary of the Company that a share has been duly forfeited or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein against all persons claiming to be entitled to the share. Such declaration together with receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together with, in the case of certificated shares, the share certificate delivered to a purchaser or allottee thereof (if any is in issue in respect of such share), shall (subject to the execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall 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 act, omission, irregularity or invalidity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

32. UNCERTIFICATED SHARES

All transfers of uncertificated shares shall be made in accordance with and be subject to the provisions of the Regulations and the facilities and requirements of the relevant system and, subject thereto, in accordance with any arrangements made by the Directors pursuant to **Article 15.2**

33. FORM OF TRANSFER

Subject to the restrictions of these Articles all transfers of certificated shares may be effected by transfer in writing in any usual form or in any other form acceptable to the Directors (and in the case of a person or firm may be under hand only). Any written instrument of transfer of a certificated share shall be executed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. In relation to the transfer of any share

(whether a certificated or an uncertificated share) the transferor shall remain the holder of the share concerned until the name of the transferee is entered in the Register in respect thereof

34 SUSPENSION OF REGISTRATION OF TRANSFERS

The registration of transfers may be suspended (to the extent that the same is consistent with the 2006 Act) at such times and for such periods as the Directors may from time to time determine, and either generally or in respect of any class of shares except that, in respect of any shares which are uncertificated shares, the Register shall not be closed without the consent of the operator of the relevant system. The Register shall not be closed for more than 30 days in any year in respect of any one class of shares. Notice of closure of the Register shall be given in accordance with the requirements of the 2006 Act.

35. REFUSAL OF REGISTRATION OF TRANSFERS

35 1 In relation to a certificated share, the Directors may decline to recognise any instrument of transfer or other record of transfer as may be prescribed by the Statutes and/or the London Stock Exchange unless it is in respect of only one class of share, is duly stamped (if so required) and is lodged at the Transfer Office (or such other place as the Directors may from time to time determine) accompanied by the relevant share certificate(s) (except in the case of a transfer by a recognised person where a certificate has not been issued or in the case of renunciation) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if it is executed by some other person on his behalf, the authority of that person so to do). The Directors may likewise refuse to register any transfer of share (whether certificated or uncertificated), whether fully paid or not, in favour of more than four persons jointly. In the case of a transfer by a recognised clearing house (within the meaning of FSMA) or a nominee of a recognised clearing house or of a recognised investment exchange (within the meaning of FSMA) the lodgement of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the shares in question. Subject to **Article 60**, the Directors may in their absolute discretion and without assigning any reason therefor refuse to register any transfer of any share which is not a fully paid share (whether certificated or uncertificated) provided that, where any such shares are admitted to the Official List of the UK Listing Authority or to trading on AIM, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis. The Board may also refuse to register a transfer of uncertificated shares in any other circumstances as may be permitted or required by the Regulations of the relevant system. Transfers of shares will not be registered in the circumstances referred to in **Article 34**.

35 2 Notwithstanding any other provision of these articles

- (a) the directors shall not decline to register or delay in registering any transfer of any share,
- (b) no holder of shares in the Company will be required to comply with any provision of these articles which restricts the transfer of shares or which requires any shares to be first offered to all or any current shareholders of the Company before any transfer may take place, and

- (c) no holder of shares in the Company will have any right under these articles or otherwise to require such shares to be transferred to them whether for consideration or otherwise

where such transfer is -

- a to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee or delegate of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"), or
- b delivered to the Company for registration by a Secured Institution or its nominee or delegate in order to perfect its security over the shares, or
- c executed by a Secured Institution or its nominee or delegate pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith upon receipt register any such transfer of shares

36 NOTICE OF REFUSAL TO REGISTER

If the Directors refuse to register a transfer they shall, in the case of certificated shares, in accordance with section 771 of the 2006 Act, as soon as is practicable (and in any event within two months after the date on which the transfer was lodged with the Company), send to the transferee notice of the refusal together with reasons for the refusal and (except in the case of suspected or actual fraud) return to him the instrument of transfer or, in the case of uncertificated shares, notify such person as may be required by the Regulations and the requirements of the relevant system concerned. The Directors shall provide the transferee with such further information about the reasons for the refusal as the transferee shall reasonably request.

37 RETENTION OF INSTRUMENTS OF TRANSFER

All instruments of transfer which are registered may be retained by the Company

38. FEES ON REGISTRATION

No fee will be charged by the Company in respect of the registration of any instrument of transfer, probate, letters of administration, certificate of marriage or death, stop notice, power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares

TRANSMISSION OF SHARES

39 DEATH

In case of the death of a member, the survivor or survivors, where the deceased was a joint holder, and the executor or personal representatives or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this **Article 39** shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share which has been solely or jointly held by him

40 ELECTION

40 1 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member, or of any other event giving rise to a transmission of such entitlement by operation of law, may, subject as provided in these Articles and upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, elect either to be registered himself as a holder of the share upon giving to the Company notice in writing to that effect, or to transfer such share to some other person nominated by him. If he elects to have some other person registered, he shall execute an instrument of transfer of that share to that person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as if the death or bankruptcy of the member or other event had not occurred and the notice or transfer were a transfer by such member. Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Directors, the Directors shall within two months after proof, cause the entitlement of that person to be noted in the Register. A person entitled by transmission to a share in uncertificated form who elects to have some other person registered shall either procure that instructions are given by means of the relevant system to effect transfer of that uncertificated share to that person, or change the uncertificated share into certificated form and execute an instrument of transfer of that certificated share to that person.

40 2 The Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share. If the notice is not complied with in 60 days, the Directors may after expiry of that period withhold payments of all dividends or other moneys payable in respect of that share until the requirements of the notice have been complied with.

41 RIGHTS ON DEATH OR BANKRUPTCY

Save as otherwise provided by or in accordance with these Articles, where a person becomes entitled to a share in consequence of the death or bankruptcy of a member, or of any other event giving rise to a transmission of such entitlement by operation of law, the rights of the member in respect of such share shall cease. However the person so entitled shall (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share (and may give good discharge for

the same), except that he shall not be entitled in respect thereof (except with the authority of the Directors) to receive notice of or exercise any right conferred by membership in relation to meetings of the Company or any separate meetings of the holders of any class of shares in the Company until he shall have been registered as a member in respect of the share, and should he fail either to transfer the share or to elect to be registered as a member in respect thereof within 60 days of being required by notice so to do by the Directors then, in the case of shares which are fully paid up, he shall be deemed to have elected to be registered as a member in respect thereof and may be registered accordingly and, in the case of shares which are not fully paid up, the Directors may thereafter withhold payment of all dividends and other moneys payable in respect of such share until the notice has been complied with

SHARE WARRANTS

42.

Subject to the provisions of the Statutes, the Directors may issue share warrants, stating that the bearer is entitled to the shares therein specified and may provide (by coupons or otherwise) for the payment of future dividends on shares included in a share warrant, in respect of any fully paid shares and all shares while represented by warrants shall be transferable by delivery of the warrants relating thereto. The Directors may determine and from time to time vary the conditions upon which share warrants may be issued, and in particular on which

- 42 1 a new share warrant or coupon will be issued in the place of a damaged, defaced, worn out or lost share warrant (provided that no new share warrant shall be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed),
- 42 2 the bearer of a share warrant shall not be entitled to receive notice of and to attend, vote and demand a poll at general meetings,
- 42 3 dividends will be paid, and
- 42 4 a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in it

Subject to the terms, conditions and provisions determined by the Directors and to these Articles, the bearer of a share warrant shall be deemed to be a member for all purposes. The bearer of a share warrant shall be subject to the terms, conditions and provisions for the time being in force and applicable to the share warrant, whether made before or after the issue of that share warrant. The Directors shall not issue a new share warrant to replace one that has been lost unless they are satisfied beyond reasonable doubt that the original has been destroyed

GENERAL MEETINGS

43 ANNUAL GENERAL MEETING

An annual general meeting shall be convened and held by the Directors in accordance with the provisions of the 2006 Act and at such place as may be determined by the Directors

44. CONVENING A GENERAL MEETING

The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed to convene a general meeting with proper expedition. In default such meeting may be convened by requisitionists as provided in the Statutes. At any meeting convened on such requisition or by such requisitionists, no business shall be transacted except that stated by the requisition or proposed by the Directors. If at any time there are not within the United Kingdom sufficient directors capable of acting to form a quorum for a meeting of the Directors, any director or any two members of the Company may convene a general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors

45 NOTICE OF GENERAL MEETINGS

- 45 1 An annual general meeting shall be called by not less than 21 clear days' notice in writing and any other general meeting by not less than 14 clear days' notice in writing
- 45 2 Subject to the provisions of the Statutes, a general meeting, notwithstanding that it has been called by a shorter notice than that specified in this **Article** 45, shall be deemed to have been duly called if it is so agreed
 - 45 2 1 in the case of an annual general meeting by all the members entitled to attend and vote thereat, and
 - 45 2 2 in the case of a general 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
- 45 3 The accidental omission to send a notice or, in cases where it is sent out with the notice, an instrument of proxy to, or the non-receipt of either by, any person entitled thereto shall not invalidate the proceedings at any general meeting
- 45 4 Every notice calling a general meeting (which shall include any notice given by means of a website) shall specify the place, the day and the time of the meeting and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled, pursuant to section 324 of the 2006 Act, to appoint one or more proxies to attend, speak and vote instead of him and that a proxy need not be a member of the Company
- 45 5 In the case of an annual general meeting, the notice shall also specify the meeting as such
- 45 6 In the case of any general meeting the notice shall specify the general nature of the business to be transacted at such meeting

- 45 7 If any resolution is to be proposed as a special resolution at a general meeting, the notice shall contain the text of the special resolution and the intention to propose the resolution as such
- 45 8 Every notice calling a general meeting shall be given to the members (other than any who, under the provisions of these Articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the Directors and to the Auditors
- 45 9 Where notice is given by means of a website, such notice must be available on the website until the conclusion of the general meeting

46. SPECIAL BUSINESS

All business transacted at a general meeting shall be deemed special except the following business transacted at an annual general meeting

- 46 1 sanctioning or declaring dividends,
- 46 2 receiving and considering the accounts, the reports of the Directors and Auditors and other documents required to be attached or annexed to the accounts,
- 46 3 appointing Auditors (except when special notice of the resolution for such appointment is required by the Statutes) and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed, and
- 46 4 appointing or re-appointing Directors in the place of those retiring by rotation or otherwise and fixing the remuneration of the Directors or determining the manner in which such remuneration is to be fixed

PROCEEDINGS AT GENERAL MEETINGS

47. CHAIRMAN

The Chairman (if any) of the Directors, failing whom the deputy chairman, shall preside as Chairman at a general meeting. If there is no such Chairman or deputy chairman, or if at any meeting neither is present 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number to be Chairman of the meeting. If there is only one Director present he shall be Chairman if willing to act. If no Director is present, or if all the Directors present decline to take the chair, the members present in person and entitled to vote shall choose one of their number to be Chairman of the meeting (including any proxy present appointed by a member)

48. QUORUM

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business but the absence of a quorum shall not preclude the choice or appointment of a Chairman which shall not be treated as part of the business of the meeting. Three members present in person or by proxy or, in the case of a body corporate, by

duly authorised representative and entitled to attend and vote on the business to be transacted shall be a quorum for all purposes unless

- 48 1 each is a member only because he is authorised to act as the representative of a body corporate in relation to the meeting and they are representatives of the same body corporate, or
- 48 2 each is a member only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member

49. PROCEDURE IF QUORUM NOT PRESENT

If within 15 minutes from the time appointed for a general meeting (or such longer interval not exceeding two hours as the Chairman of the meeting may think fit to allow) a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting, if convened by or on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such other day and such time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the Directors may determine. At the adjourned meeting any two members present in person or by proxy or, in the case of a body corporate, by duly authorised representative and entitled to vote shall be a quorum and if within half an hour from the time appointed for the meeting (or such longer interval not exceeding two hours as the Chairman of the meeting may think fit to allow) a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be dissolved.

50. POWER TO ADJOURN

The Chairman of any general meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place or for an indefinite period and without such consent he may adjourn or interrupt any meeting at which a proposal of importance is made for the consideration whereof in his judgement (which shall not be challenged) a larger attendance of members is desirable or the members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting or if in his opinion it has become necessary to do so in order to secure the proper and orderly conduct of the meeting, to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is disposed of properly.

51. BUSINESS AT ADJOURNED MEETING

No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

52. NOTICE OF ADJOURNED MEETING

Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or sine die, not less than seven clear days' notice of the adjourned meeting shall be given in like manner as in the

case of the original meeting Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting

53. ACCOMMODATION OF MEMBERS AT MEETING

If it appears to the Chairman of a meeting that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate facilities are available to ensure that any member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) and whether in the meeting place or elsewhere and to be heard and seen by all other persons so present in the same manner. The Directors may direct that any person wishing to attend any meeting should provide evidence of identity and submit to any searches or other security arrangements or restrictions as the Directors shall consider appropriate in the circumstances. The Directors shall be entitled in their absolute discretion to refuse entry to, or eject from, any meeting and person who fails to provide evidence of identity or to submit to any searches or otherwise comply with the security arrangements or restrictions

54. AMENDMENT TO RESOLUTIONS

- 54 1 If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the Chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling
- 54 2 In the case of a resolution duly proposed as a special resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon
- 54 3 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 upon unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed, notice in writing of the terms of the amendment and intention to move the same has been lodged at the registered office of the Company or the chairman in his absolute discretion decides that it may be considered or voted upon

55. METHOD OF VOTING

- 55 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 (before or on the declaration of the result of the show of hands) demanded. Subject to the provisions of the Statutes, a poll may be demanded by
 - 55 1 1 the Chairman of the meeting before a resolution is put to the vote on a show of hands, or
 - 55 1 2 not less than three members entitled to vote on the resolution, or

- 55 1 3 a member or members representing in the aggregate not less than one tenth of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares), or
- 55 1 4 a member or members holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right (excluding any voting rights attached to any shares in the Company held as treasury shares)
- 55 2 At general meetings, resolutions shall be put to the vote by the Chairman and there shall be no requirement for the resolution to be proposed or seconded by any person. A demand for a poll may be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall validate the result of a show of hands declared before the demand was made and, in the case of a poll demanded before the declaration of the result of a show of hands, the meeting shall continue as if the demand had not been made
- 55 3 Unless a poll is demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution

56 PROCEDURE ON A POLL

- 56 1 If a poll is demanded, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 56 2 The Chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers, who need not also be members, and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded
- 56 3 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 either immediately or at such subsequent time (not being more than 30 days from the date of the meeting at which the demand is made) and place as the Chairman may direct. No notice need be given of a poll 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
- 56 4 The demand for a poll (other than on the of the Chairman of the meeting or on any question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded
- 56 5 No objection may be made to the qualification of a voter or to the counting of, or failure to count, in a poll, except at the meeting or adjourned meeting at which the poll objected to is given or at which the error occurs. An objection properly made shall be referred to the Chairman of the meeting and only invalidates the decision of the meeting on any resolution if, in the opinion of the Chairman, it is of sufficient magnitude to affect the decision of the

meeting. The decision of the Chairman on such matters is conclusive and binding on all concerned.

57 CASTING VOTE

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 at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or a casting vote.

58 VOTES OF MEMBERS

- 58.1 Subject to the Statutes and to any special rights or restrictions as to voting attached by or applicable in accordance with these Articles to any class of shares and to any suspension or abrogation of voting rights pursuant to these Articles, on a show of hands every member who is present in person or by proxy shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.
- 58.2 In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.
- 58.3 Where in the United Kingdom or elsewhere a receiver or other person (by whatever name called) has been appointed by any court or official claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member to vote in person or by proxy or, in the case of a body corporate, by duly authorised representative at any general meeting or to exercise any other right conferred by membership in relation to meetings of the Company. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or deposited or received at any other place or address as is specified in accordance with these Articles for the deposit or receipt of appointments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

59. RESTRICTION ON VOTING RIGHTS

No member shall, unless the Directors otherwise determine, be entitled in respect of any share held by him to vote either personally or by proxy or, in the case of a body corporate, by duly authorised representative at a general meeting or a meeting of the holders of any class of shares of the Company or to exercise any other rights or privilege conferred by membership in relation to general meetings of the Company or meetings of the holders of any class of shares of the Company, if any call or other sum presently payable by him whether alone or jointly with another person to the Company in respect of that share remains unpaid. Such restriction shall cease to apply upon payment of the amount outstanding and all costs, charges and expenses incurred by the Company by reason of such non-payment.

60 NOTICE UNDER SECTION 793

- 60 1 If the Directors are satisfied that any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under section 793 of the 2006 Act and is in default of such notice for the prescribed period (either by failing to supply to the Company the information thereby required or, in purporting to comply with such notice, by making a statement which is false or inadequate in any material particular) then the Directors may in their absolute discretion at any time thereafter by a notice ("**default notice**") to such member specifying the nature of the default, the number of shares concerned and the steps to be taken to remedy such default direct that, in respect of such shares ("**default shares**", which expression shall include any further shares which are issued in respect of such shares), the member shall not be entitled to be present or to vote either personally or by proxy or, in the case of a body corporate, by duly authorised representative at a general meeting of the Company or at a meeting of the holders of any class of shares of the Company or on any poll or to be included in a quorum or to exercise any other right conferred by membership in relation to general meetings of the Company or meetings of the holders of any class of shares of the Company or polls
- 60 2 Subject to **Article 60 3**, where the default shares represent at least 0.25 per cent in nominal value of the issued shares of that class excluding shares held as treasury shares, then the default notice may additionally direct that
- 60 2 1 any dividend or part thereof or other money which would otherwise be payable in respect of the default shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the member and the holder shall not be entitled under **Article 125** to elect to receive shares instead of that dividend, and/or
- 60 2 2 no transfer of any default share shall be registered, except in the circumstances set out in **Article 60 3**
- 60 3 Where **Article 60 2** applies in relation to any shares, it shall cease to have effect (and any dividends withheld under **Article 60 2 1** shall become payable) if
- 60 3 1 the member is not himself in default as regards supplying the information required, the transfer is of part only of the member's holding and, when presented for registration, is accompanied by a certificate by the member in a form satisfactory to the Directors to the effect that after due and careful enquiry the member is satisfied that none of the shares to be transferred are default shares, or
- 60 3 2 the transfer is an approved transfer as defined in **Article 60 8**, or
- 60 3 3 registration of the transfer is required by the Regulations
- 60 4 The Company shall send to each other person appearing to be interested in any default shares the subject of any default notice a copy of the default notice but the failure or omission by the Company to do so shall not invalidate such default notice
- 60 5 Any default notice shall have effect in accordance with its terms from the date of its issue until it ceases to have effect in accordance with **Article 60 6**
- 60 6 A default notice shall cease to have effect in relation to any shares which are transferred by the member in accordance with **Article 60 3** within seven days of notice to the Company to that effect. The Directors may at any time give notice cancelling a default notice, such

cancellation to be made within seven days of the default being remedied to the satisfaction of the Company

60 7 For the purposes of this **Article 60**

60 7 1 a person other than the member holding a share shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under section 793 of the 2006 Act which either

(a) names such person as being so interested, or

(b) fails to establish the identities of those interested in the shares and (after taking into account the said notification and any other relevant section 793 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the default shares,

60 7 2 the prescribed period is 14 days from the date of service of the notice under section 793 of the 2006 Act,

60 7 3 "interested" shall be construed as it is for the purpose of section 793 of the 2006 Act

60 8 For the purpose of this **Article 60** a transfer of shares is an approved transfer if

60 8 1 it is a transfer of shares to an offeror by way or in pursuance of acceptance of a takeover offer for the Company (as defined in section 974 of the 2006 Act), or

60 8 2 the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares to a party unconnected with the transferring member and/or with any other person appearing to be interested in such shares, or

60 8 3 the transfer results from a sale made through a recognised investment exchange (within the meaning of FSMA) or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded

60 9 The Directors shall cause the Register to have noted against the name of the member upon whom a default notice has been served details of such default notice and the number of shares specified therein and shall cause such notice to be deleted upon the default notice ceasing to have effect in accordance with **Article 60 6**

60 10 Any new shares in the Company issued in right of any shares subject to a default notice shall also be subject to the default notice (save to the extent that the Company gives a separate default notice in relation to the new shares) and the Directors may make any right to an allotment of such new shares subject to restrictions corresponding to those which will (when such new shares are issued) apply to those new shares pursuant to a default notice served by virtue of this **Article 60 10**

60 11 Nothing contained in these Articles shall prejudice or affect the right of the Company to apply to the court for an order under section 794 of the 2006 Act and (in connection with such an application or intended application or otherwise) to require information on shorter notice than the minimum of 28 days or 14 days (as appropriate) prescribed by **Article 60 7 2**

61. ADMISSIBILITY OF VOTES AND ERRORS IN VOTING

61 1 No objection shall be raised as to the admissibility of any vote or the counting of, or failure to count, any vote except at the meeting or adjourned meeting at which the vote objected to is

or may be given or tendered or at which the error occurs and every vote not disallowed at such meeting shall be valid for all purposes Any such objection shall be referred to the Chairman of the meeting whose decision thereon shall be final and conclusive

- 61 2 Any objection shall only vitiate the decision of the meeting on any resolution if the Chairman decides that that objection or error is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting

62 VOTING BY PROXY

- 62 1 On a show of hands or on a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way

- 62 2 Any person (whether a member of the Company or not) may be appointed to act as a proxy The appointment of a proxy shall not preclude a member from attending and voting in person and the meeting or a poll in respect of which the proxy is appointed

- 62 3 An appointment of a proxy shall be in writing and may be contained in an electronic communication in the usual form or in any other form which the Directors may approve (including in electronic form, if the Directors so approve) and

- 62 3 1 in the case of an individual shall be signed by the appointor or by his duly authorised attorney, or

- 62 3 2 in the case of a body corporate shall be either under its common seal or executed by it or signed on its behalf by an attorney or a duly authorised officer of the body corporate, or

- 62 3 3 in either case, where the appointment of a proxy is to be effected as an electronic communication, shall be signed in the manner and otherwise completed and delivered upon such terms and arrangements stipulated by the Directors

The Directors may, but shall not be bound to, require evidence of the authority of any such officer or attorney

- 62 4 An appointment of a 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

- 62 5 An appointment of a proxy relating to more than one meeting, having once been so delivered for the purposes of any meeting or any adjournment, shall not require again to be delivered for the purposes of any subsequent meeting to which it relates

- 62 6 Deposit of an appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment thereof or on any poll

- 62 7 An appointment of a proxy shall be deemed (unless any contrary direction is contained in it) to include the right for the proxy to attend and speak at the meeting, to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given, as the proxy thinks fit

- 62 8 A vote cast or poll demanded by proxy or by the duly authorised representative of a body corporate shall not be invalidated by the previous death or incapacity of the principal, or by

the revocation of the appointment of the proxy or representative or of the authority under which the appointment was made, unless intimation in writing of such death, incapacity or revocation shall have been received by the Company at the Transfer Office (or such other place as is specified for depositing the appointment of a proxy) including appointments effected by means of electronic communication or where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received in each case in accordance with **Article 62 1** at least 48 hours before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast

- 62 9 No appointment of a proxy shall be valid after the expiration of 12 months from the date referred to in it as the date of the making of the appointment, except at an adjournment of a meeting or on a poll demanded at a meeting or an adjourned meeting originally held within 12 months from such date
- 62 10 A member may appoint more than one proxy to attend on the same occasion provided that each such proxy is appointed to exercise the rights attached to a different share or shares held by that member. When two or more valid but differing proxies are delivered in respect of the same share for use at the same meeting in respect of the same matter, the one which is last validly received (regardless of its date, its date of sending or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share and if the Company is unable to determine which of any such two or more valid but differing appointments of proxy was so received last in time, none of them shall be treated as valid in respect of that share
- 62 11 Subject to the provisions of the Statutes, the Listing Rules of the UK Listing Authority and the AIM Rules in each case to the extent applicable to the Company from time to time, the Company may send out proxy forms to all or none of the persons entitled to receive notice of and to vote at any meeting, and if sent shall provide for two-way voting and for abstentions (which shall be deemed to be votes withheld) on all resolutions set out in the notice of meeting

63 DELIVERY OF PROXIES

- 63 1 The appointment of a proxy shall not be valid and the proxy named in the appointment shall not be entitled to vote at the meeting unless the appointment
- 63 1 1 in the case of an appointment not contained in an electronic communication, is deposited at such place or one of such places within the UK (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or in any appointment of proxy or other accompanying document sent by the Company in relation to the meeting (or, if no place is so specified, at the Transfer Office),
- 63 1 2 in the case of an appointment contained in an electronic communication, where an address for and manner of communication with the Company has been stipulated in or by way of note to the notice convening the meeting or in any other document accompanying such notice or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, be received at such address or by such means,

in either case not later than 48 hours before the time appointed for holding the meeting or adjourned meeting or the taking of the poll at which the person named in such appointment proposes to vote or in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting, not less than 24 hours before the time appointed for the taking of the poll at which it is to be used, and in default the appointment of a proxy shall not be treated as valid Where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting or to any Director

- 63 2 The Directors, when calculating the return period for proxy forms deposited in accordance with this **Article 63**, shall not be entitled to take account of non-working days to accordance with section 327(3) of the 2006 Act
- 63 3 Failing previous registration with the Company, the power of attorney or other authority, if any, under which the appointment of a proxy is executed, or a notarially certified copy or a copy certified in accordance with the Power of Attorneys Act 1971 of that power of attorney, or a copy certified in some other manner approved by the Directors, shall (whether **Article 63 1 1** or **63 1 2** applies) also be deposited or received at the Transfer Office or such other place specified in accordance with the aforementioned provisions of this **Article 63** not later than the time by which the appointment of a proxy is required to be deposited or received in accordance with this **Article 63**

64. BODY CORPORATE ACTING BY REPRESENTATIVES

Pursuant to section 323 of the 2006 Act, any body corporate which is a member of the Company may, by resolution of its directors or other governing body, authorise such a person or persons as it thinks fit to act as its representative (or as the case may be, representatives) at any meeting of the Company or of any class of members of the Company A person so authorised shall be entitled to exercise the same powers on behalf of such body corporate as the body corporate could exercise if it were an individual member of the Company, and such body corporate shall for the purposes of these Articles be deemed to be present in person at any such meeting (or adjournment thereof) if a person so authorised is present thereat and all references to attendance and voting in person shall be construed accordingly A Director or the Secretary or some person authorised for such purpose by the Directors or the Secretary may require the representative to produce a certified copy of the resolution so authorising him or any other evidence of his authority reasonably satisfactory to them before permitting him to exercise his powers

65 CLASS MEETINGS

Subject to the Statutes, any separate meeting of the holders of any class of shares (whether in connection with the variation or abrogation of the rights attached to shares of the class or otherwise) shall be convened and conducted in all respects as nearly as possible in the same way as a general meeting of the Company provided that

- 65 1 no member, other than a Director, shall be entitled to notice of it or to attend unless he is a holder of shares of that class,
- 65 2 no vote shall be given except in respect of the shares of that class,

- 65 3 the quorum attending such meeting shall be two persons present in person or represented by proxy or as the duly authorised representative of a corporation holding at least one third in nominal value of the issued shares of the class except where there is only one holder of the class of shares in which case the quorum shall be such holder,
- 65 4 the quorum attending adjourned meetings shall be two persons holding shares of the class in question who are present in person or by proxy except where there is only one holder of the class of shares in which case the quorum shall be such holder, and
- 65 5 a poll may be demanded in writing by any member present in person or by proxy or as the duly authorised representative of a corporation and entitled to vote at the meeting and on a poll each member shall have one vote for every share of the class in question of which he is the holder

DIRECTORS

66. NUMBER OF DIRECTORS

Subject as hereinafter provided the number of Directors shall not exceed 15 and shall not be less than two. The Company may by ordinary resolution from time to time vary the minimum number and/or maximum number of Directors. At least one Director shall be a natural person.

67. NO SHARE QUALIFICATION

A Director shall not be required to hold any shares in the capital of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings and at any separate meeting of the holders of any class of shares or debentures in the capital of the Company.

DIRECTORS' REMUNERATION AND EXPENSES

68 DIRECTORS' FEES

The amount of any fees payable to the Directors (other than the alternate Directors) shall be determined by the Directors or any committee authorised by the Directors provided that they shall not in any year exceed in aggregate the sum of four hundred thousand pounds (£400,000) or such other sum as may from time to time be approved by ordinary resolution (excluding amounts payable under any other provision of these Articles or as is determined by any committee authorised by the Directors). Any such fees shall be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of the remuneration related to the period during which he has held office. Any fees payable pursuant to this **Article 68** shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provision of these Articles and shall accrue daily.

69 REMUNERATION OF EXECUTIVE DIRECTORS

Any Director who holds any executive office (including for this purpose the office of Chairman or deputy chairman whether or not such office is held in an executive capacity), or who serves on any committee, or who, at the request of the Directors, goes or resides abroad, makes any special journey or otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such remuneration by way of salary, commission or otherwise as the Directors may determine in addition to or in lieu of any fee payable to him for his services as Director pursuant to these Articles

70. EXPENSES

The Company shall repay to any Director all such reasonable travelling, hotel and other expenses as he may properly incur in the performance of his duties including attending meetings of the Directors or of any committee of the Directors or general meetings or separate meetings of the holders of any class of shares or debentures of the Company or otherwise in or about the business of the Company

EXECUTIVE DIRECTORS

71. APPOINTMENT OF EXECUTIVE DIRECTORS

- 71 1 Subject to the provisions of the 2006 Act the Directors or any committee authorised by the Directors may from time to time appoint one or more of their body to be the holder of any employment or executive office (including, where considered appropriate, the office of Chairman, deputy chairman, Managing Director or Chief Executive but not that of Auditor) on such terms and conditions and for such period (subject to the provisions of the Statutes) as they may determine in accordance with the Articles and, without prejudice to the terms of any agreement entered into in any particular case, may at any time revoke or terminate any such appointment
- 71 2 The appointment of any Director to any such executive office shall automatically determine if he ceases for any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any agreement between him and the Company

72. POWERS OF EXECUTIVE DIRECTORS

The Directors may entrust to and confer upon any Director holding any executive office (including a Chief Executive or Managing Director) any of the powers, authorities and discretions (with power to sub-delegate) exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers

APPOINTMENT AND RETIREMENT OF DIRECTORS

73 VACATION OF OFFICE BY DIRECTOR

- 73 1 Without prejudice to the provisions for retirement (by rotation or otherwise) contained in these Articles, the office of a Director shall be vacated on the occurrence of any of the following events
- 73 1 1 if he ceases to be a Director by virtue of any provision of the Statutes, is removed from office pursuant to these Articles or becomes prohibited by law from acting as a Director,
- 73 1 2 if, not being an executive Director holding office as such for a fixed term or other minimum period which has not expired, he resigns by notice in writing under his hand received by the Secretary at the Office or tendered at a board meeting,
- 73 1 3 if, being such an executive Director, he offers in writing to resign and the Directors resolve to accept such offer,
- 73 1 4 if he becomes bankrupt, has a receiving order made against him or makes any arrangement or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under the Insolvency Act 1986,
- 73 1 5 if in the United Kingdom or elsewhere an order is made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs and the Directors resolve that his office should be vacated,
- 73 1 6 if he and his alternate Director is absent from meetings of the Directors for six consecutive months without leave or if during a shorter period, for six consecutive Board Meetings and the Directors resolve that his office be vacated, or
- 73 1 7 if he is removed from office by notice in writing served upon him signed by not less than three fourths of his co-Directors, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any agreement between him and the Company

In calculating the number of Directors who are required to make such a request to the Director, an alternate director appointed by him acting in his capacity as such shall be excluded and a director and any alternate director appointed by him and acting in his capacity shall constitute a single director for this purpose, so that the signature of either shall be sufficient

- 73 2 A resolution of the Directors declaring a Director to have vacated office under the terms of this Article 73 shall be conclusive as to the fact and grounds of vacation stated to the resolution

74. RETIREMENT BY ROTATION

At each annual general meeting, one-third of the Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to but not

greater than one-third, shall retire from office by rotation, but so that, if there are fewer than three Directors who are subject to retirement by rotation, one shall retire from office

75 DIRECTORS TO RETIRE

Subject to the provisions of the Statutes and of these Articles, the Directors to retire by rotation at each Annual General Meeting shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment, and so that as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board of Directors at the start of business on the date of the notice convening the annual general meeting notwithstanding any change in the number or identity of the Directors after that time but before the close of the meeting.

76. DEEMED RE-ELECTION

At the meeting at which a Director retires by rotation under any provision of these Articles the Company may by ordinary resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default the retiring Director shall (if willing) be deemed to have been re-elected unless

- 76 1 at such meeting it is expressly resolved not to fill such office, or a resolution for the re-election of such Director is put to the meeting and lost, or
- 76 2 such Director has given notice in writing to the Company that he is unwilling to be re-elected, or
- 76 3 the default is due to the moving of a resolution in contravention of **Article 78**

77 POSITION OF RETIRING DIRECTOR

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

78 APPOINTMENT OF TWO OR MORE DIRECTORS

Subject to the Statutes, 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 an ordinary resolution that it shall be so moved has first been agreed by the meeting without any vote being given against it and any resolution moved in contravention of this **Article 78** shall be void.

79 ELIGIBILITY OF NEW DIRECTORS

No person, other than a Director retiring (by rotation or otherwise) at the meeting or a person recommended by the Directors, shall be eligible for appointment or reappointment as a Director at any general meeting unless not less than seven nor more than 42 days (inclusive of the date on which the notice is given) before the date appointed for the meeting there shall have been lodged at the Office notice in writing (which may be by facsimile transmitted document but not otherwise by means of an electronic communication), signed by a member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for appointment and also notice in writing (which may be by facsimile transmitted document but not otherwise by means of an electronic communication), signed by the person to be proposed of his willingness to be appointed and stating all such particulars of him as would, on his appointment, be required to be included in the Company's register of directors

80 REMOVAL BY COMPANY

- 80 1 In addition to any power of removal conferred by the Statutes, the Company may by ordinary resolution of which special notice has been given remove any Director from office before the expiration of his period of office (notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement)
- 80 2 The Company may by ordinary resolution appoint another person in place of a Director so removed from office
- 80 3 Any person so appointed shall be treated, for the purpose of determining the time at which he or any other Director is to retire by rotation, as if he had become a Director on the day on which the Director in whose place he is appointed was appointed or last re-elected a Director
- 80 4 In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy

81. POWER OF THE COMPANY TO APPOINT DIRECTORS

Subject to the provisions of these Articles, the Company may by ordinary resolution appoint any person who is willing to act to be a Director either to fill a casual vacancy or as an additional Director but so that the total number of Directors shall not exceed any maximum number (if any) fixed in accordance with these Articles

82 POWER OF THE DIRECTORS TO APPOINT DIRECTORS

- 82 1 Without prejudice to the power of the Company in a general meeting under these Articles to appoint any person to be a director pursuant to these Articles, the Directors shall have power at any time to appoint any person who is willing to act as a Director either to fill a vacancy or as an addition to the existing Directors but so that the total number of Directors appointed shall not exceed the maximum number (if any) fixed by or in accordance with these Articles

- 82 2 Any person so appointed by the Directors shall hold office only until the next annual general meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting. If not reappointed at such meeting, he shall vacate office at the conclusion thereof.

ALTERNATE DIRECTORS

83

- 83 1 Any Director (other than an alternate director) may at any time by notice in writing delivered to the Secretary at the Office or delivered at a meeting of the Directors or if an electronic communication, sent to an address specified by the Directors for such purpose or in any other manner approved by the Directors, appoint any person (including another Director) to be his alternate director. Such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.
- 83 2 A Director may at any time by notice in writing and deposited at the Office or delivered at a meeting of the Directors or if an electronic communication, sent to an address specified by the Directors for such purpose, revoke the appointment of his alternate director and, subject to the provisions of **Article 83 1**, appoint another person in his place.
- 83 3 The appointment of an alternate director shall determine on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases to be a Director, but if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 83 4 An alternate director shall be entitled (subject to him giving to the Company an address within the United Kingdom or an address for electronic communications at which notices may be served on him) to receive notices of meetings of the Directors and all committees 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 at which the Director appointing him is not personally present, and generally at such meeting to exercise all the powers, rights, duties and authorities 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 (instead of his appointor) were a Director.
- 83 5 If the alternate shall be 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 count as only one for the purpose of determining whether a quorum is present. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability, his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor.
- 83 6 An alternate director shall not be required to hold any shares in the Company and shall not be counted in reckoning the maximum number of Directors allowed by these Articles.
- 83 7 To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing provisions of this **Article 38** shall apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member.

- 83 8 An alternate director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles nor shall he be deemed to be the agent of the Director appointing him, but he shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults
- 83 9 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 mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct
- 83 10 Subject to the provisions of these Articles, the Company shall pay to an alternate director any expenses as might properly have been paid to him if he had been a Director

ASSOCIATE DIRECTORS

84

- 84 1 The Directors may from time to time appoint any manager or other person in the employment of the Company or its holding company or any subsidiary undertaking of the Company or of its holding company to be an associate director of the Company
- 84 2 Any associate director may be removed by resolution of the Directors at any time for any reason and without the giving of any notice in that behalf
- 84 3 Until otherwise determined by the Company in general meeting, the number of associate directors for the time being shall not exceed two
- 84 4 An associate director appointed under this **Article** shall not be required to hold any shares in the Company to qualify him for such office
- 84 5 An associate director shall not while he continues to hold office be taken into account in calculating the number to form a quorum at any meeting of the Directors
- 84 6 The appointment, continuance in office, removal, powers, duties and remuneration of an associate director shall be determined by the Directors, with full power to make such arrangements as the Directors may think fit
- 84 7 An associate director shall not except with and to the extent of the sanction of the Directors
- 84 7 1 have any right of access to the books of the Company,
- 84 7 2 be entitled to receive notice of or to attend at the meetings of the Directors, or
- 84 7 3 be entitled to participate in any other respect in the exercise of the collective powers or duties of the Directors or to exercise any of the powers or rights of a Director individually under these Articles, provided that no act shall be done by the Directors which would impose any personal liability on any associate director either under the Statutes or otherwise except with his knowledge and consent

- 84.8 An associate director shall not in any circumstances be entitled to vote at any meeting of the Directors
- 84.9 The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the appointed person is or is deemed to be or is empowered in any respect to act as a Director for any purposes of the Statutes or these Articles

MEETINGS AND PROCEEDINGS OF DIRECTORS

85 MEETINGS OF DIRECTORS

Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors at any time on reasonable notice. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom unless he has requested in writing that notices of meetings of the Directors shall during his absence be given to him at any address in the United Kingdom notified to the Company for this purpose or any address for the receipt of electronic communications notified by him to the Company for this purpose, but those notices need not be given any earlier than notices given to Directors who are not absent. Notice of a meeting of Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in hard copy form or electronic copy form to him at his last known address or such other address (if any) (including an address for electronic communications) given by him to the Company for that purpose. A Director may waive the requirement for notice of any meeting to be given to him and any such waiver may be prospective or retrospective.

86 QUORUM

The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two each being a Director or alternate director. A meeting of the Directors at which a quorum is present shall be competent to exercise all or any powers, authorities and discretions for the time being vested in or exercisable by the Directors.

87. VOTING

Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

88. POWERS OF DIRECTORS IF BELOW MINIMUM NUMBER

The continuing Directors may act notwithstanding any vacancies, 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 Director or Directors may act for the purpose of appointing an additional Director or Directors to make up such minimum or of summoning general meetings of the Company, but not for any other purpose. If there be no Director or Directors able or willing to act,

then any two members may summon a general meeting for the purpose of appointing Directors Subject to the provisions of these Articles, any additional Director appointed by the remaining Directors of the Company shall hold office only until the dissolution of the first Annual General Meeting of the Company following his appointment unless he is re-elected during that meeting

89. CHAIRMAN

The Directors may elect one (or more) of their number as a Chairman or joint chairman and one of their number to be the deputy chairman and determine the period for which each is to hold office (and may at any time remove either from office) If no Chairman or deputy chairman has been appointed, or if at any meeting neither is present within 30 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of that meeting In the event that there are two or more joint chairmen or, in the absence of a Chairman, two or more deputy chairmen present, the joint chairmen or deputy chairman to act as Chairman of the meeting shall be decided by those Directors present Any Chairman or deputy chairman may also hold executive office under the Company

90. RESOLUTIONS IN WRITING

A resolution in writing (including a resolution contained in an electronic communication) duly signed by all the Directors for the time being entitled to receive notice of and to vote and to be counted in the quorum of a meeting of Directors, or by all members of a committee of the Directors, shall be as valid and effective as if it had been passed at a meeting of the Directors (or committee, as the case may be) duly convened and held and may be contained in one document or electronic communication or in several and some in one form and some in others, each in or containing identical terms and signed by one or more Directors A resolution executed by an alternate director need not also be executed by his appointor and a resolution need not be signed by an alternate director if it is signed by the Director who appointed him The resolution need not be signed by a Director who is prohibited by these Articles from voting thereon or by his alternate to be effective

91. PARTICIPATION BY TELEPHONE

- 91 1 Any Director or his alternate may validly participate in a meeting of the Directors or a committee of the Directors through the medium of conference telephone or other form of communication equipment provided that all persons participating in the meeting are able to hear and speak or otherwise receive and respond in real time to communications of each other throughout such meeting A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and entitled to vote
- 91 2 Subject to the Statutes, all business transacted in such manner by the Directors or a committee of the Directors shall for the purposes of these Articles be deemed to be valid and effectively transacted at a meeting of the Directors or a committee notwithstanding that fewer than two Directors or alternate directors are physically present at the same place 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

92. DELEGATION TO COMMITTEES

- 92 1 The Directors may delegate any of their powers, authorities and discretions for such time upon such terms and subject to such conditions as they think fit to committees (with power to sub-delegate) consisting of one or more Directors and (if thought fit) one or more other persons co-opted as hereinafter provided. The power to delegate contained in this **Article 92** shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.
- 92 2 Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. The Directors may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers and discharge any such committee in whole or in part insofar as any power, authority or discretion is delegated. Any reference in these Articles to the exercise by the Directors of that power, authority or discretion shall be construed as if it were a reference to the exercise of that power, authority or discretion by that committee.
- 92 3 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
- 92 3 1 the number of co-opted members shall be less than one half of the total number of members of the committee, and
- 92 3 2 no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors or alternate directors.

93 PROCEEDINGS OF COMMITTEES

The meetings and proceedings of any such committee consisting of two or more Directors shall be governed *mutatis mutandis* by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are not superseded by any regulations made by the Directors under **Article 92**.

94. VALIDITY OF PROCEEDINGS OF DIRECTORS AND COMMITTEES

All acts done by any meeting of Directors, or of any such committee, or by any person acting as a Director, alternate director or as a member of any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid or that any such persons were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director, alternate director or member of the committee and had been entitled to vote.

95 OVERSEAS REGISTERS

Subject to the provisions of the 1985 Act, the Directors may exercise the powers conferred on the Company with regard to the keeping of an overseas branch, local or other register and may make and vary those regulations as it thinks fit respecting the keeping of that register

DIRECTORS' INTERESTS

96. DIRECTORS' PENSIONS AND OTHER BENEFITS

- 96 1 The Directors may exercise all the powers of the Company to establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of or who are or were at any time Directors or officers of and holding any salaried employment or office in the Company or any other company which is its holding company or in which the Company or such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company or in any company which is a subsidiary undertaking of the Company or of any such other company and the families and dependants of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company, or of any such persons as aforesaid, and, subject to the Statutes, make payments for or towards the insurance of any such persons as aforesaid, and do any of the matters aforesaid either alone or in conjunction with any such other company
- 96 2 Pursuant to, and subject to the provisions of, section 247 of the 2006 Act, the board is hereby authorised to make such provision as may seem appropriate for the benefit of any persons employed or formerly employed by the Company or any of its subsidiary undertakings in connection with the cessation or the transfer of the whole or part of the undertaking of the Company or any subsidiary undertaking

97. POWER TO PURCHASE INSURANCE

Without prejudice to the provisions of **Article 138** and subject to the Statutes, the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time

- 97 1 directors, officers or employees (but not the Auditors) of the Company or an associated company (within the meaning of **Article 138**), or
- 97 2 any trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act) for the purposes of an employees' share scheme or the Company or an associated company,

including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported exercise, execution and/or discharge of their powers or duties and/or otherwise in relation to their duties,

powers or offices in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company

98. EXERCISE OF VOTING POWER

The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors or other officers or employees of that company or voting or providing for the payment of remuneration to or the purchase and maintenance of insurance against liability for such officers or employees)

99. DIRECTORS' CONFLICTS OF INTERESTS

ARTICLES 99 2 to [99 10] SHALL BE EFFECTIVE UNTIL 1 OCTOBER 2008 OR SUCH LATER DATE AS SECTION 175 OF THE 2006 ACT SHALL BE BROUGHT INTO FORCE

- 99 1 With effect on and from 1 October 2008 or such later date as section 175 of the 2006 Act shall be brought into force
- 99 1 1 the provisions contained in **Articles** 99 2 to [99 9] (inclusive) of these Articles shall cease to have any force and/or effect and
- 99 1 2 the provisions contained in **Articles** 99A to 99K (inclusive) of these Articles shall take full force and effect in substitution for, and to the exclusion of, **Articles** 99 2 to [99 9] (inclusive) of these Articles
- 99 2 Subject to the provisions of the Statutes, and provided that he has disclosed to the Directors the nature and extent of any material interest of his in accordance with the Statutes, a Director notwithstanding his office
- 99 2 1 may be a party to or otherwise interested in any contract, transaction or arrangement with the Company or in which the Company is otherwise interested (including any insurance against any liability purchased or maintained by the Company for him or his benefit),
- 99 2 2 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,
- 99 2 3 may hold any other office or place of profit under the Company (except that of auditor or auditors of a subsidiary of the Company) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to the Company and in any such case on such terms as to remuneration and otherwise as the Directors may arrange either in addition to or in lieu of any remuneration provided for by any other of these Articles, and
- 99 2 4 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 contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

- 99 3 Save as otherwise provided by these Articles, a Director shall not vote in respect of any resolution of the Directors or a committee of the Directors concerning any contract, transaction, arrangement or any other proposal whatsoever to which the Company is or is to be a party and in which he (together with any interest of any person connected with him within the meaning of section 252 of the 2006 Act) has any material interest, otherwise than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting
- 99 4 Save as otherwise provided by these Articles, a Director shall (in the absence of any interest which, together with any interest of any person connected with him within the meaning of section 252 of the 2006 Act, is a material interest, other than as indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters
- 99 4 1 the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings,
- 99 4 2 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,
- 99 4 3 any contract, transaction, arrangement or proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the director is to participate,
- 99 4 4 any contract, transaction, arrangement or proposal to which the Company is or is to be a party concerning any other body corporate in which he (together with any persons connected with him) do not to his knowledge hold an interest in shares (as that term is used in part 22 of the 2006 Act) representing one per cent or more of either any class of the equity share capital or the voting rights in such body corporate,
- 99 4 5 any contract, transaction, arrangement or proposal for the benefit of the employees of the Company or any of its subsidiary undertakings and which does not award any Director any privilege or benefit not generally awarded to the employees to whom such arrangement relates,
- 99 4 6 any contract, transaction, arrangement or proposal concerning any insurance against liability which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors or group of persons who include Directors provided that for the purposes of this **Article 99**, "**insurance**" means only insurance against liability incurred by a Director in respect of any act or omission by him as is referred to in **Articles 98** and **137** or any other insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors, and
- 99 4 7 any indemnification (including loans made in connection with it) by the Company in relation to the performance of his duties on behalf of the Company or any of its subsidiary undertakings

- 99 5 A Director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, transaction or arrangement with the Company shall declare the nature of his interest at the Directors' meeting at which the question of entering into the contract, transaction or arrangement is first considered if he knows his interest then exists or, in any other case, at the first Directors' meeting after he knows that he is or has become so interested
- 99 6 For the purposes of **Article 99**
- 99 6 1 an interest of a person who is, for any purpose of the 2006 Act (excluding any such modification thereof not in force when these Articles became 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 otherwise has,
- 99 6 2 a general notice given to the Directors at a meeting that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any contract, transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,
- 99 6 3 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his,
- 99 6 4 if any question arises at any meeting as to the materiality of a Director's interest (other than the chairman's interest) or as to the entitlement of any Director (other than the chairman) to vote or be counted in the quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the chairman and his ruling in relation to any such Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned has not been fairly disclosed, and
- 99 6 5 if any question arises at any meeting as to the materiality of the chairman's interest or as to the entitlement of the chairman to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be decided by resolution of the Directors or committee members present at the meeting (excluding the chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interests of the chairman has not been fairly disclosed
- 99 7 Where proposals are under consideration concerning the appointment (including the fixing or varying of terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not by the proviso to **Article 99 3** or **Article 99 4 4** or for another reason precluded from voting) 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 as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof
- 99 8 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote If a question arises at a meeting of the Directors or of a

committee of the Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting (or if the Director concerned is the Chairman, to the other Directors at the meeting) and his ruling in relation to any Director (or, as the case may be, the ruling of the majority of the other Directors in relation to the chairman) shall be final and conclusive

- 99 9 Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this **Article** 99 to any extent or ratify any contract, arrangement or transaction not duly authorised by reason of a contravention of this **Article** 99 provided that nothing in this **Article** 99 shall permit the Company to cease to comply with the AIM Rules or the Listing Rules of the UK Listing Authority in each case to the extent applicable to the Company from time to time

ARTICLES 99A TO 99K - EFFECTIVE ON AND FROM 1 OCTOBER 2008 OR SUCH LATER DATE AS SECTION 175 OF THE 2006 ACT SHALL BE BROUGHT INTO FORCE.

99A. SECTION 175 AUTHORISATION

- 99A 1 For the purposes of section 175 of the 2006 Act, the Directors may authorise any matter proposed to it in accordance with these Articles which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the Company
- 99A 2 Any such authorisation granted under **Article** 99A 1 will be effective only if
- 99A 2 1 any requirement as to *quorum* at the meeting at which the matter is considered is met without counting the director in question or any other interested director, and
- 99A2 2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted
- 99A 3 The Directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions it expressly imposes but such authorisation is otherwise given to the fullest extent permitted
- 99A 4 The Directors may vary or terminate any such authorisation at any time
- 99A 5 For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests
- 99B Provided that he has disclosed to the board the nature and extent of his interest (unless the circumstances referred to in section 177(5) or section 177(6) of the 2006 Act apply, in which case no such disclosure is required), a director notwithstanding his office
- 99B 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

- 99B 2 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, and
- 99B 3 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested
- 99C A director shall not, by reason of his office, be accountable to the Company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate
- 99C 1 the acceptance, entry into or existence of which has been approved by the board pursuant to **Article 99A 1** (subject, in any such case, to any limits or conditions to which such approval was subject), or
- 99C 2 which he is permitted to hold or enter into by virtue of **Articles 99B 1, 99B 2 or 99B 3** above, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the 2006 Act
- 99D Any disclosure required by **Article 99B** may be made at a meeting of the board, by notice in writing or by general notice or otherwise in accordance with section 177 of the 2006 Act
- 99E A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this **Article 99E** applies only if the existence of that relationship has been approved by the board pursuant to **Article 99A 1**. In particular, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 of the 2006 Act because he fails to
- 99E 1 disclose any such information to the board or to any director or other officer or employee of the Company, and/or
- 99E 2 use or apply any such information in performing his duties as a director of the Company
- 99F Where the existence of a Director's relationship with another person has been approved by the board pursuant to **Article 99A 1** and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the 2006 Act because he
- 99F 1 absents himself from meetings of the board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise, and/or
- 99F 2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the

Company and/or for such documents and information to be received and read by a professional adviser,

in each case, for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists

99G The provisions of **Articles** 99E and 99F are without prejudice to any equitable principle or rule of law which may excuse the Director from

99G 1 disclosing information, in circumstances where disclosure would otherwise be required under these Articles, or

99G 2 attending meetings or discussions or receiving documents and information as referred to in **Article** 99F, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles

99H Save as otherwise provided by these Articles, a Director shall not vote at a meeting of the board or of a committee of the board on any resolution concerning a matter in which he has, directly or indirectly, an interest (other than by virtue of his interests in shares or debentures or other securities of or in or otherwise through the Company) which is material or a duty which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because one of the following Articles applies (in which case he may vote and be counted in the quorum)

99H 1 the resolution relates to the giving to him or any other person of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him or by any other person at the request of or for the benefit of, the Company or any of its subsidiary undertakings,

99H 2 the resolution relates to 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,

99H 3 his interest arises by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any shares, debentures, or other securities by the Company or any of its subsidiary undertakings for subscription, purchase or exchange,

99H 4 the resolution relates to any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever provided that he does not hold an interest in shares (as that term is used in part 22 of the 2006 Act) representing one per cent or more of either any class of the equity share capital of such company or of the voting rights available to members of such company (any such interest being deemed for the purpose of this **Article** 99H to be a material interest in all circumstances),

99H 5 the resolution relates to any arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates,

- 99H 6 the resolution relates to any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors of the Company or for persons who include Directors of the Company provided that for the purposes of this **Article 99H**, "insurance" means only insurance against liability incurred by a Director in respect of any act or omission by him as is referred to in **Articles 98 and 137** or any other insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors,
- 99H 7 the resolution relates to the indemnification (including loans made in connection with it) by the Company in relation to the performance of his duties on behalf of the Company or any of its subsidiary undertakings
- 99I Where proposals are under consideration concerning the appointment (including the fixing or varying of terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not by the proviso to **Article 99H 4** or for another reason precluded from voting) 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 as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof
- 99J A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote. If a question arises at a meeting of the board or of a committee of the board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting (or if the Director concerned is the chairman, to the other Directors at the meeting) and his ruling in relation to any Director (or, as the case may be, the ruling of the majority of the other Directors in relation to the chairman) shall be final and conclusive
- 99K Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this **Article 99K** to any extent or ratify any contract, arrangement or transaction not duly authorised by reason of a contravention of this **Article 99K** provided that nothing in this **Article 99K** shall permit the company to cease to comply with the AIM rules or the listing rules of the UK Listing Authority in each case to the extent applicable to the Company from time to time

BORROWING POWERS

100

- 100 1 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property, assets (present and future) and uncalled capital, and, subject to the provisions of the Statutes, to create and issue

debenture and other loan stock and debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party

100 2 The Directors shall restrict the borrowings of the Company and exercise all voting and other rights and powers of control exercisable by the Company in relation to its subsidiary undertakings (if any), so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate principal amount (together with any fixed or minimum premium payable on final repayment or redemption) at any one time remaining outstanding of all moneys borrowed by the "**Group**" (which expression in this **Article** means and includes the Company and its subsidiary undertakings from time to time) and from time to time owing to persons outside the Group shall not at any time, without the previous sanction of an ordinary resolution of the Company, exceed an amount equal to the higher of fifty million pounds (£50,000,000) or three times the Adjusted Capital and Reserves

100 3 For the purposes of this **Article** the "**Adjusted Capital and Reserves**" means a sum equal to the aggregate from time to time of

100 3 1 the amount paid up or credited as paid up on the allotted or issued share capital of the Company, and

100 3 2 the amount standing to the credit of the consolidated capital and revenue reserves (including, without limitation, any share premium account, capital redemption reserve and revaluation reserve and after adding thereto or deducting therefrom any balance standing to the credit or debit of the profit and loss account) of the Company and its subsidiary undertakings,

all as shown in the relevant balance sheet and adjusted in accordance with **Article** 100 4

100 4 The sum equal to the aggregate amounts of the capital and reserves calculated in accordance with **Article** 100 3 shall

100 4 1 be adjusted as may be appropriate to reflect any variation since the date of the relevant balance sheet in the amount of the paid up or credited as paid up share capital, in the amount standing to the credit of such reserves (other than variations in the profit and loss account arising from normal trading) and in interests in subsidiary undertakings,

100 4 2 be adjusted to take account of any subsidiary undertaking the balance sheet of which was not consolidated with the relevant balance sheet,

100 4 3 exclude therefrom such amounts, if any, as are attributable to the proportion of the issued equity share capital of any subsidiary undertaking which is not attributable directly or indirectly to the Company,

100 4 4 exclude therefrom (if not otherwise taken into account) any sum set aside for taxation (including deferred taxation), other than sums set aside in respect of taxation equalisation,

100 4 5 have deducted therefrom the amount of any distribution declared, recommended or made by any member of the Group to any person other than a member of the Group out of profits earned down to and including the date of and not provided for in the relevant balance sheet,

100 4 6 have deducted therefrom any amounts attributable to goodwill (other than goodwill arising only on consolidation) and other intangible assets shown in the relevant balance sheet, and

- 100 4 7 be calculated after making such other adjustments (if any) as the Auditors consider appropriate
- 100 5 For the purposes of this **Article 100** the following shall (except in so far as otherwise taken into account) be deemed to be included in the expression "**moneys borrowed**"
- 100 5 1 the nominal or principal amount of any share capital, moneys borrowed or other indebtedness of any person or body, whether corporate or unincorporate, the beneficial interest in which or the right to repayment of which is not for the time being owned by, but the repayment of which is guaranteed or secured by or is the subject of an indemnity given by, a member of the Group,
- 100 5 2 the principal amount raised by any member of the Group by acceptances or under any acceptance credit opened on its behalf and in its favour by any bank or acceptance house (not being acceptances or acceptance credits in relation to the purchase of goods or service in the ordinary course of trading the amounts raised under which are to remain outstanding after acceptance for not more than 180 days),
- 100 5 3 the principal amount from time to time owed in respect of any loan capital or other debenture of any member of the Group, whether issued in whole or in part for cash or otherwise owned otherwise than by a member of the Group,
- 100 5 4 the nominal amount of any issued share capital of any subsidiary undertaking (not being equity share capital which as regards capital has rights no more favourable than those attached to its ordinary share capital) not for the time being beneficially owned by the Company or another subsidiary undertaking which is wholly owned by a member of the Group,
- 100 5 5 any fixed or minimum premium payable on final repayment of any moneys borrowed (but so that any premium payable on final repayment of an amount not to be taken into account as moneys borrowed shall not be taken into account), and
- 100 5 6 amounts raised under any transaction (including, without limitation, forward sale or purchase agreements) having the commercial effect of borrowings entered into to enable the finance of operations or capital requirements
- 100 6 For the purposes of this **Article 100**
- 100 6 1 moneys borrowed or raised by any member of the Group, and intended to be applied within six months of first being so borrowed or raised in repaying moneys borrowed by any member of the Group, shall, pending such application or the expiry of such period whichever shall be the earlier, be deemed not to be moneys borrowed,
- 100 6 2 such proportion of the borrowings of any partly-owned subsidiary as that part of its issued and paid-up equity share capital which is not beneficially owned, directly or indirectly, by any member of the Group bears to the whole of its issued and paid-up equity share capital shall be deemed not to be moneys borrowed, such proportion of the borrowings of any member of the Group from any partly-owned subsidiary as that part of such partly-owned subsidiary's issued and paid-up equity share capital which is not beneficially owned, directly or indirectly, by any member of the Group bears to the whole of its issued and paid-up equity share capital shall be deemed to be moneys borrowed,
- 100 6 3 moneys borrowed by any member of the Group from bankers or others for the purpose of financing any contract in respect of which any part of the price receivable under the contract by that or any other member of the Group is guaranteed or insured to an amount

- not exceeding that part of the price receivable under the contract which is so guaranteed or insured, shall be deemed not to be moneys borrowed,
- 100 6 4 moneys borrowed shall not include any moneys borrowed which are for the time being deposited with HM Revenue & Customs or other body, or equivalent body in any part of the world, designated by any relevant legislation or order in connection with import deposits or any similar governmental scheme to the extent that the member of the Group making such deposit retains its interest therein,
- 100 6 5 an amount equal to the amount of moneys borrowed by an undertaking which becomes a subsidiary undertaking of the Company after the date of adoption of these Articles, and which are outstanding at the date when such undertaking becomes a subsidiary undertaking, shall for the period of six months from the date of such event be deemed not to be moneys borrowed,
- 100 6 6 an amount equal to the amount secured on an asset immediately after it was acquired by a member of the Group, shall for the period of six months from the date of such event be deemed not to be monies borrowed,
- 100 6 7 any undertaking which it is proposed shall become or cease to be a subsidiary undertaking of the Company contemporaneously with any relevant transaction shall be treated as if it had already become or ceased to be a subsidiary undertaking,
- 100 6 8 for the avoidance of doubt, amounts prospectively payable for the hire or lease of movable or immovable property shall not be deemed to be moneys borrowed notwithstanding that a capital amount in respect of such amounts may be included as a liability in the balance sheet,
- 100 6 9 when the aggregate amount of moneys borrowed required to be taken into account for the purposes of this **Article 100** on any particular day is being ascertained, any such moneys denominated or repayable in a currency other than sterling shall be translated for the purpose of calculating the sterling equivalent either at the rate of exchange used for the conversion of that currency in the relevant balance sheet or, if no rate was used, at the middle market rate of exchange prevailing at the close of business on that day in London or, where the repayment of such monies is expressly covered by a forward purchase contract, currency option, back-to-back loan, swap or other arrangements taken out and entered into to reduce the risk associated with fluctuation in exchange rates, the rate of exchange specified in that document, and
- 100 6 10 no moneys borrowed shall be included in the same calculation more than once
- 100 7 For the purposes of this **Article 100** "**relevant balance sheet**" means the latest audited consolidated balance sheet and profit and loss account of the Group or, where the Company has no subsidiary undertakings, it means the latest audited balance sheet and profit and loss account of the Company or, where the Company has subsidiary undertakings but there are no consolidated accounts of the Group, it means either the respective latest balance sheets and profit and loss accounts of the companies comprising the Group or, if any, the pro-forma consolidated balance sheet of the Group as included in any listing particulars delivered to the Registrar of Companies
- 100 8 A certificate or report by the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of moneys borrowed, or to the effect that the limit imposed by this **Article 100** has not been or will not be exceeded at any particular time or times, shall be conclusive evidence of such amount or fact for the purposes of this **Article 100** Nevertheless, the

Directors may at any time act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves and if in consequence the limit on borrowings set out in this **Article 100** is inadvertently exceeded, an amount borrowed equal to the excess may be disregarded until 90 days after the date on which by reason of a determination of the Auditors or otherwise the Directors become aware that such a situation has or may have arisen

- 100 9 No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit contained in this **Article 100** is observed No debt incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual, except in the case of express notice to the lender or the recipient of the security, at the time when the debt was incurred or security given, that the limit hereby imposed had been, or would thereby be, exceeded

POWERS OF DIRECTORS

101 GENERAL POWERS OF DIRECTORS

- 101 1 The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by the memorandum of association of the Company from time to time or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to any regulations, not being inconsistent with the Statutes or the memorandum of association of the Company from time to time or these Articles, as may be prescribed by special resolution of the Company
- 101 2 No regulation so made by the Company and no alteration of the memorandum of association or of these Articles shall invalidate any prior act of the Directors which would have been valid if such alteration or regulation had not been made
- 101 3 The general powers given by this **Article 101** shall not be limited or restricted by any special authority or power given to the Directors by any other Article

102 LOCAL MANAGEMENT

The Directors may, from time to time and at any time, establish any local or divisional boards or agencies either in the UK or elsewhere for managing any of the affairs of the Company and may appoint any persons to be members of such local or divisional board, or any managers or agents, and may fix their remuneration The Directors may, from time to time and at any time, delegate to any local or divisional board, manager or agent so appointed any of its powers, authorities and discretions with power to sub-delegate (other than their power to make calls, forfeit shares, borrow money or allot or issue shares or debentures) and may authorise the members for the time being of any such local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies, and any such appointment or delegation may be made for such time, on such terms and subject to such conditions as the Directors may think fit The Directors may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers and, subject to any terms and conditions expressly imposed by the Directors, the proceedings of any local or divisional board

or agency with two or more members shall be governed by such of these Articles as regulate the proceedings of the Directors, so far as they are capable of applying

103 POWER OF ATTORNEY

The Directors may by power of attorney or otherwise appoint any person or persons to be the agent of the Company and may delegate to any such person or persons any of its powers, authorities and discretions (with power to sub-delegate) in each case for such purposes and for such time, upon such terms (including as to remuneration) and subject to such conditions as they think fit Such appointment may, if the Directors think fit, be made in favour of the members or any of the members of any local or divisional board, or in favour of any body corporate or of the members, directors, nominees or managers of any body corporate or =incorporate or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorney as the Directors may think fit The Directors may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers

SECRETARY

104.

- 104 1 Subject to the Statutes, the Secretary shall be appointed by the Directors on such terms and for such period as they may 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 agreement between him and the Company If thought fit two or more persons may be appointed as Joint Secretaries The Directors may also appoint from time to time on such terms as they may think fit, one or more assistant or deputy secretaries Anything required or authorised to be done by or to the Secretary may, if the Secretary is incapable of acting, be done by or to any assistant or deputy secretary
- 104 2 Any provision of the Statutes or of 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 the place of, the Secretary

SEAL AND EXECUTION OF DEEDS

105.

- 105 1 The Directors shall provide for the safe custody of the Seal and any Securities Seal and neither shall be used without the authority of a resolution of the Directors or of a committee authorised by the Directors in that behalf
- 105 2 Every instrument to which either shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors, save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution

determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical or electronic signature or may be printed thereon

- 105 3 The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued Any such securities or documents sealed with the Securities Seal need not be signed or, if signed, any signature may be affixed by some method or system of mechanical or electronic signature or may be printed thereon
- 105 4 Where the Statutes so permit, any instrument signed by one Director and the Secretary or by two Directors or by one Director in the presence of a witness and expressed to be executed by the Company shall have the same effect as if executed under the Seal The Directors may by resolution determine that such signatures or either of them shall be affixed by some method or system of mechanical or electronic signature or may be printed thereon
- 105 5 Every certificate or share warrant shall be issued either under the Seal (which may be affixed to it or printed on it by mechanical or other means) or in any other manner as the Directors, having regard to the terms of issue, the 2006 Act and the regulations of the London Stock Exchange, may authorise, all references in these Articles to the Seal shall be construed accordingly
- 105 6 Subject to the provisions of the 2006 Act, the Company may have an official seal for use in any place abroad

AUTHENTICATION OF DOCUMENTS

106.

- 106 1 Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and where any books records documents or accounts are elsewhere than in the Office the local manager or other officer of the Company having their custody shall be deemed to be a person appointed by the Directors for this purpose
- 106 2 A document purporting to be a copy of a resolution or an extract from the minutes of a meeting of the Company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of proceedings at a duly constituted meeting

RESERVES

107

Subject to the provisions of the Statutes, the Directors before recommending any dividend may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, may be applied for any purpose to which the profits of the Company may properly be applied and, pending such application, may at the like discretion either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

DIVIDENDS

108. DECLARATION OF DIVIDENDS

Subject to the provisions of the Statutes and of these Articles, the Company may by ordinary resolution declare dividends to be paid to the members according to their respective rights and interests in the profits of the Company, but no such dividend shall exceed the amount recommended by the Directors.

109 FIXED AND INTERIM DIVIDENDS

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

110 INTERIM DIVIDENDS

If the share capital is divided into different classes, the Directors may pay interim dividends on shares which rank after shares conferring preferred rights with regard to dividends as well as on shares with preferred rights, unless at the time of payment any preferential dividend is in arrear and, provided the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of any interim dividend on any shares ranking after those with preferred rights.

111 ENTITLEMENT TO DIVIDENDS

Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) 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, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, it shall rank for dividend accordingly For the purposes of this **Article 111** no amount paid on a share in advance of calls shall be treated as paid up on the share

112 PROFITS AVAILABLE FOR DISTRIBUTION

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

113. DIVIDENDS BEAR NO INTEREST

No dividend or other moneys payable by the Company on or in respect of a share shall bear interest as against the Company unless otherwise provided by the rights attached to the shares

114 CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS

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

115. RETENTION OF DIVIDEND

The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists

116. WITHHOLDING OF DIVIDEND ON TRANSMISSION

The Directors may defer payment of any dividend payable on or in respect of a share in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such share or shall transfer the same

117 WAIVER OF DIVIDEND

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

118. UNCLAIMED DIVIDENDS

All dividends, interest or other sums payable which are unclaimed for 12 months may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

119. UNCASHED DIVIDENDS

If cheques, warrants or orders for dividends or other moneys payable in respect of a share sent by the Company to the person entitled to it are returned to the Company or left uncashed on two consecutive occasions or following one occasion, reasonable enquiries have failed to establish any new address the Company shall not be obliged to send any dividends or other moneys payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

120. PAYMENT OF DIVIDENDS IN SPECIE

The Company may, upon the recommendation of the Directors, by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other body corporate) and the Directors shall give effect to such resolution, and, where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates (or ignore fractions), may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees on trust for the persons entitled to the dividend as may seem expedient to the Directors.

121. METHOD OF PAYMENT OF DIVIDENDS

- 121 1 Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque, warrant, direct debit, bank transfer or money order or by another method the Directors may consider appropriate. In respect of shares in uncertificated form, where the Company is authorised to do so by or on behalf of the holder or joint holders in any manner as the Company shall from time to time consider sufficient, the Company may also pay that dividend, interest or other monies by means of the relevant system concerned (subject always to the facilities and requirements of that relevant system).
- 121 2 Every cheque, warrant or order may be sent through the post or other delivery service (or by other means offered by the Company as the member or persons entitled to it may agree in writing) to the registered address of the member or person entitled thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder or otherwise by operation of law, to the registered address of the person whose name stands first in the Register) or to such person at such address as such member or person or persons may by writing direct. Every such cheque, warrant or order shall be made payable to, or to the order of, the person to whom it is

entitled, or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may in writing direct, and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company In respect of shares in uncertificated form, every payment made by any other method as is referred to in this **Article 124** shall be made in that manner as may be consistent with the facilities and requirements of the relevant system concerned If the shares are held in uncertificated form, that payment may include the sending by the Company or by any person on its behalf of an instruction to the operator of the relevant system to credit the cash memorandum account of the holder or joint holders or, if permitted by the Company, of that person as the holder or joint holders may in writing direct The making of a payment in accordance with the facilities and requirements of the relevant system concerned shall be a good discharge to the Company

- 121 3 Every such cheque, warrant or order shall be sent at the risk of the person entitled to the money represented thereby and be crossed in accordance with the Cheques Act 1992 In addition, any such dividend or other sum may be paid by any bank or other funds transfer system, or such other means and to or through such person as the holder or joint holders may in writing direct Payment of the cheque, warrant, order or other form of payment shall be a good discharge to the Company if the cheque, warrant, order or other form of payment has or shall be alleged to have been lost stolen or destroyed, the Directors may, at the request of the person entitled thereto, issue a replacement cheque, warrant, order or make payment in some other form, subject to compliance with those conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Directors may think fit

122 RECEIPT OF DIVIDENDS

If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share

123 RECORD DATE FOR DIVIDENDS

Subject to the statutes and notwithstanding any other provision of these Articles but without prejudice to the rights attached to any shares, the Company or the Directors may by resolution fix a date as the record date at the close of business for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made

CAPITALISATION OF PROFITS AND RESERVES

124.

The Directors may with the authority of an ordinary resolution of the Company

- 124 1 subject as hereinafter provided, resolve to capitalise any amount standing to the credit of the profit and loss account of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any amount standing to the credit of any

reserve or fund of the Company's share premium or capital redemption reserve or other undistributable reserve,

- 124 2 appropriate the sum resolved to be capitalised to the holders of the ordinary shares in proportion to the nominal amounts of the ordinary shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if those shares were fully paid and that sum were then distributable and it were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve and any profits which are not available for distribution may, for the purposes of this **Article**, only be applied in paying up unissued shares to be allotted to holders of the ordinary shares credited as fully paid,
- 124 3 resolve that any shares so allotted to any member in respect of a holding by him of any ordinary shares which are not fully paid shall rank for dividend only to the extent that the latter shares rank for dividend,
- 124 4 where any difficulty arises with regard to any distribution of any capitalised reserve or other sum, settle the matter as they think expedient and, in particular, make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this **Article** in fractions (including provision for fractional entitlements to be disregarded or the benefit thereof to accrue to the Company rather than to the members otherwise entitled thereto),
- 124 5 authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for either
- 124 5 1 the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, or
- 124 5 2 the payment up by the Company on behalf of such members by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares, any agreement made under such authority being binding on all such members, and
- 124 6 generally do all acts and things required to give effect to such resolution

PAYMENT OF SCRIP DIVIDENDS

125

- 125 1 Without prejudice to the provisions of **Articles** 60, 108 and 109, the Directors may offer members (or holders of a particular class of shares but excluding holders of treasury shares) the right to elect to receive shares of that class credited as fully paid, in whole or in part, instead of cash in respect of all or any part of such dividend or dividends as may be declared by the Company pursuant to **Article** 108 or, as the case may be, by the Directors pursuant to **Article** 109, subject to such exclusions or restrictions as the Directors may, in their absolute discretion, deem necessary or desirable in relation to compliance with legal or

practical problems under the laws of any territory or the requirements of any recognised regulatory body or any stock exchange in any territory

125 2 The following provisions shall apply in such circumstances

125 2 1 the Directors shall not exercise their powers under this **Article 125** in respect of a particular dividend or dividends unless the Company by ordinary resolution has authorised the exercise of those powers in respect of that dividend or dividends or in respect of dividends (including that dividend or dividends) to be declared or paid during or in respect of a specified period, which period may not end later than the beginning of the annual general meeting next following the date of the meeting at which the ordinary resolution is passed,

125 2 2 the basis of allotment of shares shall be determined by the Directors so that, as nearly as may be considered convenient without involving any rounding up of fractions, the Relevant Value (as determined below) of the new shares to be allotted instead of any cash dividend shall be as nearly as possible equal to (but not more than) such cash amount (disregarding any associated tax credit) For the purpose of this **Article 125**, the "Relevant Value" shall be calculated by reference to the average of the middle market quotations of the Company's shares as derived from the Daily Official List of the London Stock Exchange or from AIM, as appropriate, or on the business day on which the shares are first quoted "ex" the relevant dividend and the four subsequent dealing days or shall be determined by or in accordance with the ordinary resolution or in any other manner as the Directors may determine on any basis it considers to be fair and reasonable A certificate or report by the Auditors as to the amount of the Relevant Value in respect of any dividend shall (if the Directors determine such certificate or report to be necessary in the circumstances) be conclusive evidence of that amount and on giving such a certificate or report the Auditors may rely on advice or information from brokers or other sources of information as they think fit,

125 2 3 no member may receive a fraction of a share,

125 2 4 the Directors may make such arrangements as they consider necessary or expedient in relation to any offer to be made pursuant to this **Article 125** and, without prejudice to the foregoing, the Directors shall, after determining the basis of allotment, notify the members in writing of any right of election offered to them and shall send forms of election (whether in respect of a particular dividend or dividends generally) and specify the procedure to be followed for making or revoking such elections and the place at which, and the latest time by which, duly completed forms of election and any other relevant document must be lodged in order to be effective,

125 2 5 the Directors may establish or vary from time to time a procedure for election mandates in respect of future rights of election and may determine that every duly effected election in respect of any shares shall be binding on every successor in title to the holder of those,

125 2 6 the dividend (or that part of a dividend in respect of which a right of election has been offered) shall not be payable on shares in respect of which an election has been duly made ("**Elected Shares**") and instead new shares of the relevant class shall be allotted to the holders of the Elected Shares on the basis of allotment calculated as stated in **Article 125 2 2** For such purpose, the Directors shall capitalise out of such of the amounts standing to the credit of the Company's reserves (including any share premium account or capital redemption reserve), or out of any of the profits which could otherwise have been applied in paying dividends in cash as the Directors may determine, a sum

equal to the aggregate nominal amount of the new shares to be allotted on such basis and apply the same in paying up in full the appropriate number of unissued shares for allotment and distribution to and amongst the holders of the Elected Shares on such basis,

- 125 2 7 the new shares so allotted shall be allotted as of the record date for the dividend in respect of which the right of election has been offered and shall rank *pari passu* in all respects with the fully paid shares of that class then in issue save only as regards participation in the dividend or other distribution or other entitlement which has been declared, paid for made by reference to that record date in place of which they were allotted,
- 125 2 8 the Directors may do all acts and things considered necessary or expedient to give effect to the allotment and issue of any shares in accordance with the provisions of this **Article 125** and may authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for such allotment and incidental matters, any agreement made under such authority being binding on all such members,
- 125 2 9 the Directors may terminate, suspend or amend any offer of the right to elect to receive shares in lieu of any cash dividend at any time and generally may implement any scrip dividend scheme on any terms, conditions or provisions the Directors may from time to time determine and take such other action the Directors may deem necessary or desirable from time to time in respect of that share,
- 125 2 10 for the avoidance of doubt, every duly effected election shall be binding on every successor in title to the Elected Shares (or any of them) of the member or members who have effected the same

ACCOUNTS

126.

- 126 1 Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Directors think fit, and shall at all times be open to inspection by the Directors and officers of the Company Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account, book or document of the Company except as conferred by the Statutes or ordered by a court of competent jurisdiction or authorised by the Directors or the Company in general meeting
- 126 2 A copy of every balance sheet and profit and loss account and every Directors' and Auditors' report on the same which is to be laid before a general meeting of the Company (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than 21 clear days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company, to the Auditors and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles, save that the Company may send a summary financial statement to members of the Company instead of its full accounts and report as permitted by the Statutes

- 126 3 This **Article 126 3** shall not require a copy of the documents referred to in **Article 126 2** to be sent to any member to whom a summary financial statement is sent in accordance with the Statutes and provided further that this **Article 126 3** shall not require a copy of such documents to be sent to any person who under the provisions of these Articles is not entitled to receive notices from the Company to or more than one joint holders or to any holder of debentures of whose address the Company is not aware or to any person of whose address the Company is not aware
- 126 4 Any documents required or permitted to be sent by the Company to a person pursuant to **Article 126 2** or **126 3** may be sent by electronic communication to an address for the time being notified by that person for that purpose
- 126 5 Any member or holder of debentures to whom a copy of such documents has not been sent shall be entitled to receive a copy free of charge on application at the Office
- 126 6 If all or any of the shares or debentures of the Company shall for the time being be listed or traded on the any stock exchange, there shall be forwarded to the appropriate officer of any stock exchange such number of copies of such documents as may for the time being be required under its regulations or practice

AUDITORS

127.

- 127 1 Subject to the provisions of the Statutes, all acts done by any 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 or subsequently became disqualified
- 127 2 The Auditors shall be entitled to attend all general meetings, 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
- 127 3 Pursuant to the provisions of the Statutes, the Auditors shall have the right of access at all times to the Company's books, accounts and vouchers and shall be entitled to require from officers of the Company any such information and explanation as they think necessary for the performance of their duties as Auditors

NOTICES

128. SERVICE OF NOTICE ON MEMBERS

- 128 1 Any notice or document (including a share certificate) may be served on or delivered to any member by the Company personally or by sending it through the post in a prepaid cover addressed to such member at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices, or by delivering it to such address

addressed to the member, or by serving or sending it by means of electronic communication to an address for the time being notified to the Company for that purpose, or by other means authorised in writing by or on behalf of the member concerned. In the case of a member registered on an overseas branch register that notice or document may be posted either in the UK or in the territory in which that branch register is maintained

- 128 2 Subject to the provisions of the Statutes, where a notice or other document addressed to a member at his registered address or address for service in the United Kingdom is served or sent by post, service or delivery shall be deemed to be given on the first day following that on which the same is posted if prepaid as first class and on the second day after it is posted if prepaid as second class and in proving such service it shall be sufficient to prove that the envelope containing such note or document was properly addressed, prepaid and posted
- 128 3 Any notice or document left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day it was so left. If on three occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, that member shall not be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address in the UK for the service of notices or if the Directors in their absolute discretion permit, an address to which notices may be sent using electronic communications
- 128 4 Where a notice or other document is served or sent to a member by means of electronic communication made in accordance with or pursuant to these Articles the notice or document shall be deemed to be served upon or received by the member 48 hours after the time it was sent. In proving service of a notice or document contained in an electronic communication it shall be sufficient to prove that the notice or document was sent in accordance with guidance from time to time issued by the Institute of Chartered Secretaries and Administrators notwithstanding that the Company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the company subsequently sends a hard copy of such document or information by post to the member
- 128 5 A member present in person or by proxy at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received due notice of the meeting and, where requisite, of the purposes for which it was called
- 128 6 Any notice given to that one of the joint holders of a share whose name stands first in the Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such. For such purpose a joint holder having no registered address in the United Kingdom and not having supplied an address within the United Kingdom for the service of notices, shall be disregarded
- 128 7 A member (or in the case of joint holders, the person named first on the register) who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices shall not be entitled to receive notices from the Company. Without prejudice to the generality of the foregoing such member shall not be entitled to receive any notice or other document from the Company even if he has supplied an address for the purpose of receiving electronic communications

- 128 8 A member whose registered address is not with an EEA State and who sends to the Company an address within an EEA State at which a document or information may be sent to him shall be entitled to have the document or information sent to him at that address (provided that, in the case of a document or information sent by electronic means, including without limitation any notification required by the Statutes that the document or information is available on a website, the company so agrees, which agreement the company shall be entitled to withhold in its absolute discretion including, without limitation, in circumstances in which the company considers that the sending of the document or information to such address using electronic means would or might infringe the laws of any other jurisdiction) but otherwise
- 128 8 1 no such member shall be entitled to receive any document or information from the Company, and
- 128 8 2 without prejudice to the generality of the foregoing, any notice of a general meeting of the Company which is in fact sent or purports to be sent to such member shall be ignored for the purpose of determining the validity of the proceedings at such general meeting
- 128 9 Nothing in these Articles shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner

129. NOTICE IN CASE OF DEATH OR BANKRUPTCY

- 129 1 A person entitled to a share in consequence of the death or bankruptcy of a member, or otherwise by operation of law, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share and upon supplying also an address of that person or of the title of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description within the United Kingdom for the service of notices and documents (which, for the avoidance of doubt, may be an address for the purpose of service by electronic communication), shall be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy or other event would be entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share
- 129 2 Until an address has been supplied in accordance with **Article** 129 1, any notice or document delivered or sent by post to or left at the address of any member in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or first-named joint holder

130. NOTICE BY ADVERTISEMENT

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom or of means of electronic communication, or other circumstances beyond the Company's control, the Company is unable effectively to convene a general meeting by notices sent through the post or (in the case of those members in respect of whom an address has for the time being been notified to the Company for the purpose) by electronic communication, a

general meeting may be convened by a notice advertised on the same date in at least one United Kingdom national daily newspaper and, where the Company keeps an overseas branch, in at least one daily newspaper published in the territory in which that register is maintained and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post or by electronic communication if at least seven clear days prior to the meeting the posting of notices to addresses throughout the United Kingdom or the sending of notices by electronic communication again becomes, in the opinion of the Directors, practicable.

131. NOTICE BINDING ON TRANSFEREES ETC.

Every person who, by operation of law, transfer(s) or by any other means becomes entitled to a share shall be bound by any notice in respect of that share (other than a notice served by the Company under section 793 of the 2006 Act) which, before his name is entered in the Register, has been duly served on or delivered to a person from whom he derives his title.

132 WEB SITE, OTHER ELECTRONIC COMMUNICATIONS AND SIGNATURE

Notwithstanding anything in these Articles to the contrary, but subject to the Statutes

- 132 1 any notice or other document to be given or sent to any person by the Company is also to be treated as given or sent where
 - 132 1 1 the Company and that person have agreed that any notice or other document required to be given or sent to that person may instead be accessed by him on a web site,
 - 132 1 2 the meeting (in the case of a notice of meeting) or other document (in any other case) is one to which that agreement applies,
 - 132 1 3 that person is notified, in a manner for the time being agreed between him and the Company, of the publication of the notice or (as the case may be) other document on a web site, the address of the web site and the place on that web site where the notice or (as the case may be) other document may be accessed and how it may be accessed,
 - 132 1 4 in the case of a notice of meeting, such notice of meeting is published in accordance with **Article 132 2** and the notification referred to in **Article 132 1 3** states that it concerns a notice of a company meeting served in accordance with the 2006 Act, specifies the place, date and time of the meeting, and states whether the meeting is to be an annual or extraordinary general meeting, and in any such case the notification referred to above shall be treated as the relevant notice or document for the purposes of these Articles, and
 - 132 1 5 in the case of a document referred to in section 423 of the 2006 Act, and in the case of a document comprising a summary financial statement referred to in section 426 of the 2006 Act, such document is published in accordance with **Article 132 2**,

and, in the case of a notice of meeting or other document so treated, such notice or other document is to be treated as so given or sent, as the case may be, at the time of the notification mentioned in **Article 132 1 3**

- 132 2 Where a notice of meeting or other document is required by **Article 132 1 4** or **132 1 5** to be published in accordance with this **Article 132 2**, it shall be treated as so published only if
- 132 2 1 in the case of the notice of meeting, the notice is published on the web site throughout the period beginning with the giving of the notification referred to in **Article 132 1 3** and ending with the conclusion of the relevant meeting, and
- 132 2 2 in the case of a document referred to in **Article 132 1 5**, the document is published on the web site throughout the period beginning at least 21 days before the date of the relevant meeting and ending with the conclusion of the meeting and the notification referred to in **Article 132 1 3** is given not less than 21 days before the date of the meeting,
- but so that nothing in this **Article 132 2** shall invalidate the proceedings of the meeting where the notice or other document is published for part, but not all, of the period mentioned in this **Article 132 2 1** or, as the case may be, **Article 132 2 2** or is published for any part of that time in a place on the web site concerned which is different to that stated and the failure to publish the notice or other document throughout that period at all or in the stated area of the web site is wholly attributable to circumstances which A would not be reasonable to have expected the Company to prevent or avoid
- 132 3 The Directors may from time to time make such arrangements or regulations (if any) as they may from time to time in their absolute discretion think fit in relation to the giving of notices or other documents by electronic communication by or to the Company and otherwise for the purpose of implementation and/or supplementing the provisions of these Articles and Statutes in relation to electronic communication, and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this **Article 132**
- 132 4 Where under or pursuant to these Articles a document or communication is required to be signed by a member or other person and the same is contained in or consists of an electronic communication, the Company shall be entitled to treat the same as validly executed and the authentic document or communication of the member or other person and to rely upon the same as such either where the document or other communication incorporates the electronic signature or personal identification details previously allocated by the Company of that member or other person in such form as the Directors may approve or where the document or communication is accompanied by such other evidence as the Directors may require to satisfy themselves as to authenticity

UNTRACED SHAREHOLDERS

133

- 133 1 The Company shall be entitled to sell at the best price reasonably obtainable any share in the Company of a member or to which a person is entitled by transmission if and provided that
- 133 1 1 for a period of not less than 12 years (throughout which period the share shall have been in issue) at least three cash dividends in respect of the share in question have become payable and no cheque, order or warrant sent by the Company through the post in a prepaid envelope addressed to the member or to the person entitled by transmission to the share at his address on the Register, or at his 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 or the payment been satisfied by the transfer of funds to a designated bank account and no communication has been received by the Company that would enable the Company to trace such member or the person entitled by transmission and no dividend has been claimed by the person entitled to it,

- 133 1 2 the Company has at the expiration of the period of 12 years referred to in **Article 133 1 1** by advertisement in both a national daily newspaper published in the UK and a newspaper circulating in the area in which the last known address of the member or the person entitled by transmission is located giving notice of its intention to sell such share (but so that such advertisements need not refer to the names of the holder(s) of the share or identify the share in question) and those advertisements, if not published on the same day shall have been published within 30 days of each other,
- 133 1 3 the Company has not, during the further period of three months after the date of the advertisements (or the later advertisement if the two advertisements are published on different dates) and prior to the exercise of the power of sale, received any communication that would enable the Company to trace such member or person entitled by transmission, and
- 133 1 4 if any shares of the Company are admitted to the Official List of the UK Listing Authority or traded on AIM, the Company has first given notice in writing to the UK Listing Authority or the London Stock Exchange (as appropriate) of its intention to sell such share
- 133 2 To give effect to any such sale the Directors may appoint any person to execute as transferor an instrument of transfer of such share and may enter the name of the transferee in respect of the transferred shares in the Register even in the absence of any share certificate being lodged in respect of that share and may issue a new certificate to the transferee Such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such share The purchaser shall not be bound to see to the application of the purchase money and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale
- 133 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 same
- 133 4 Until accounted for to the member or other person entitled to such share the net proceeds of sale shall be carried to a separate account and shall be a permanent debt of the Company Monies carried to such separate account may for the benefit of the Company 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 No trust shall be created and no interest shall be payable in respect of such moneys and the Company shall not be required to account for any money earned on them
- 133 5 If during the period of not less than 12 years referred to in **Article 133 1** for during any period ending on the date when all requirements of **Article 133 1** have been satisfied any additional shares have been issued in right of those held at the beginning of, or previously so issued during, such periods and all the requirements of **Article 133 1** have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares

MINUTES

134

The Directors shall cause minutes to be made in books in hard copy or in electronic form kept for the purpose

- 134 1 of all appointments of officers and committees made by the Directors and of officers' salary or remuneration, and
- 134 2 of all orders, resolutions and proceedings at meetings of the Company, of the holders of any class of shares in the Company, of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting,

any such minutes, if purporting to be signed by the Chairman of the meeting to which they relate or of the meeting at which they are read, shall be sufficient evidence of the proceedings of that meeting without any further proof of the facts stated therein. The Directors shall disclose details of the location of such minutes (where not at the Office) in accordance with the Statutes

WINDING UP

135

- 135 1 The Directors 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
- 135 2 If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the liquidator may, with the authority of an extraordinary resolution and any other sanction required by law, divide among the members in specie excluding holders of treasury shares or in kind the whole or any part of the assets of the Company, whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and determine how such division shall be carried out as between the members or different classes of members. Any such division may be otherwise than in accordance with the existing rights of the members, but if any division is resolved otherwise than in accordance with such rights, the members shall have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to section 110 of the Insolvency Act 1986
- 135 3 The liquidator may, with the like authority, vest the whole or any part of the assets in trustees upon such trusts for the benefit of members as he thinks fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability
- 135 4 A special resolution sanctioning a transfer or sale to another company duly passed pursuant to section 110 of the Insolvency Act 1986 may in the like manner authorise the distribution of any shares or other consideration receivable by the liquidator among the members otherwise than in accordance with their existing rights and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by section 111 of the Insolvency Act 1986

DESTRUCTION OF DOCUMENTS

136

- 136 1 Subject to the provisions of, and so far as may be consistent with, the Statutes, the Company may destroy
- 136 1 1 any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation,
- 136 1 2 any mandate for the payment of dividends or other moneys or any variation or cancellation of the same or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the Company,
- 136 1 3 any instrument of transfer of shares (including any document constituting the renunciation of an allotment of shares) which has been registered at any time after the expiry of six years from the date of registration, and
- 136 1 4 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 an entry in the Register was first made in respect of it provided that the Company may destroy any type of document at a date earlier than that authorised by this **Article** if a copy of that document is retained on microfilm or by other similar means so that the copy is retained until expiration of the period applicable to the destruction of the original of that document
- 136 2 It shall be presumed conclusively in favour of the Company that every share certificate so destroyed was a valid certificate validly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that
- 136 2 1 the provisions of this **Article** 136 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,
- 136 2 2 nothing contained in this **Article** 136 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than otherwise provided for in this **Article** or in any case where the conditions of this **Article** are not fulfilled,
- 136 2 3 reference in this **Article** to the destruction of any document includes references to its disposal in any manner,
- 136 2 4 reference in this **Article** to an instrument of transfer together with references to documents shall for the purposes of this **Article** include electronically generated or stored communications in relation to the transfer of uncertificated securities and any electronic or tangible copies of the same, and
- 136 2 5 in relation to uncertificated shares, the provisions of this **Article** shall apply only to the extent the same are consistent with the Regulations but include also instructions and/or notifications made in accordance with the relevant system to transfer those uncertificated shares

DIRECTORS' INDEMNITY

137

Subject to the provisions of, and so far as may be permitted by, the Statutes, but without prejudice to any indemnity to which he may otherwise be entitled, every Director, alternate director, Secretary or other officer of the Company or an associated company shall be entitled to be indemnified by and out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or in connection with the activities of the Company or an associated company in its capacity of a trustee of an occupational pensions scheme as defined in section 235(6) of the 2006 Act) and/or otherwise in relation to or in connection with his duties, powers or office including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted, or alleged to have been done or omitted, by him as an officer or employee of the company or an associated company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted, or in connection with any application under any statute for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company or an associated company in which relief is granted to him by any court of competent jurisdiction

INSURANCE

138

- 138 1 1 Subject to the provisions and so far as may be consistent with the Statutes, but without prejudice to the provisions of **Article 137** or any other protection from liability to which such person may otherwise be entitled, the Directors shall have power to purchase and maintain, at the cost of the Company, insurance for, or for the benefit of, any persons who are or were at any time Directors, officers or employees of the Company or of any Associated Company of the Company (other than any person (whether an officer or not) engaged by the Company or an Associated Company as auditor) or who are or were at any time trustees of any retirement benefits scheme or employees' share scheme in which employees of the Company or any Associated Company is interested or has been interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office in relation to the Company or Associated Company or retirement benefits scheme or employees' share scheme indemnifying such person against any liability which may attach to him or loss of expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee
- 138 1 2 For the purposes of these **Articles 137** and **138**, an associated company, in relation to a company ("C"), means a company which is C's subsidiary, or C's holding company or a subsidiary of C's holding company

SCHEME OF ARRANGEMENT

139

- 139 1 In this **Article** 139, the "**Scheme**" means the scheme of arrangement dated 12 June 2014, between the Company and the holders of its Scheme Shares, (each as defined in the Scheme) under sections 895 to 899 of the Act in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and/or agreed to by the Company and Braemar Shipping Services Plc ("**Braemar**") and (save as defined in this **Article**) expressions defined in the Scheme shall have the same meanings in this **Article**
- 139 2 Notwithstanding any other provision of these Articles, if the Company issues any ordinary shares (other than to Braemar or its nominee(s)) after the adoption of this and before the Reorganisation Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme and the holders of such shares shall be bound by the Scheme accordingly
- 139 3 Subject to the Scheme becoming effective and notwithstanding any other provision of these Articles, if any ordinary shares are issued to any person (a "**New Member**") (other than under the Scheme or to Braemar or its nominee(s)) on or after the Reorganisation Record Time of the Scheme (the "**Transfer Shares**"), such New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) will be immediately obliged to transfer the Transfer Shares to Braemar (the "**Purchaser**") (or as it may direct) in consideration for and conditional on the allotment and issue to the New Member of such number of new ordinary shares of ten pence (£0 10) each in the capital of Braemar and the payment of such cash consideration by Braemar as that New Member would have been entitled to (subject to the terms of the Scheme) ("**Consideration Shares**"), provided that if the Company is advised that the allotment and/or issue of Consideration Shares pursuant to this **Article** would or may infringe the laws of a jurisdiction outside the United Kingdom or would or may require Braemar to comply with any governmental or other consent or any registration, filing or other formality with which Braemar is unable to comply or compliance with which Braemar regards as unduly onerous, Braemar may, in its sole discretion, determine that such Consideration Shares shall be sold, in which event Braemar shall appoint a person to act pursuant to this **Article** and such person shall be authorised on behalf of such holder to procure that any shares in respect of which Braemar has made such determination shall, as soon as practicable following the allotment, issue or transfer of such shares, be sold
- 139 4 The Consideration Shares allotted and issued or transferred to a New Member pursuant to **paragraph** 139 3 of this **Article** shall be credited as fully paid and shall rank pari passu in all respects with all other Braemar ordinary shares in issue at that time (other than as regards any dividend or other distribution (other than the Braemar Final Dividend (as defined in the Scheme)) payable by reference to a record date preceding the date of allotment) and shall be subject to the articles of association of Braemar
- 139 5 The cash payment per share to be paid, and the number of Consideration Shares to be allotted and issued or transferred, to a New Member pursuant to **paragraph** 139 3 of this **Article** may be adjusted by the directors of the Company, in such manner as the auditors of the Company may determine, on any reorganisation of or material alteration (including, without limitation, any sub-division and/or consolidation) to the share capital of either the

Company or Braemar effected after the close of business on the Effective Date References in this **Article** to ordinary shares shall, following such adjustment, be construed accordingly

- 139 6 No fraction of a Consideration Share shall be allotted to a New Member pursuant to this **Article**, but any fraction of a Consideration Share to which a New Member would otherwise have become entitled shall be aggregated and allotted and issued to the person appointed by Braemar as nominee for such New Members and sold by Braemar's brokers at the best price which can reasonably be obtained in the market at the time of sale as soon as practicable The net proceeds of sale shall be paid to such New Members in due proportions in due course provided that individual entitlements to amounts of less than five pounds (£5) will not be paid to holders of Consideration Shares but will instead be retained for the benefit of Braemar Fractions of pence shall not be paid to a New Member pursuant to this **Article** All fractional entitlements of pence to which a New Member would have become entitled shall be rounded down to the nearest whole number of pence
- 139 7 To give effect to any transfer required by paragraph 139 3 above, the Company may appoint any person as attorney for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to transfer the Transfer Shares to the Purchaser and/or its nominee(s) and do all such other things and execute and deliver (in the attorney's name or otherwise) all such documents as may in the opinion of the attorney be necessary or desirable to vest the Transfer Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Transfer Shares as the Purchaser may direct If an attorney is so appointed, the New Member shall not thereafter (except to the extent that the agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Transfer Shares unless so agreed by the Purchaser The attorney shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the purchase price of the Transfer Shares and may register the Purchaser as holder thereof and issue to it certificates for the same The Company shall not be obliged to issue a certificate to the New Member for the Transfer Shares The Purchaser shall settle the consideration due under **paragraph** 139 3 of this **Article** within 14 days of the time on which the Transfer Shares are issued to the New Member
- 139 8 Notwithstanding any other provision of these Articles, neither the Company nor the Directors shall register the transfer of any Scheme Shares effected between the Reorganisation Record Time and the Effective Date
- 139 9 If the Scheme shall not have become Effective by the date referred to in clause 8 2 of the Scheme, this **Article** 139 shall be of no effect