

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PUBLIC LIMITED COMPANY**

Company No. 6138814

The Registrar of Companies for England and Wales hereby certifies that

AQUARIUS MEDIA PLC

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

Given at Companies House, London, the 5th March 2007



N06138814I



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



10

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

6138814

Company Name in full

AQUARIUS MEDIA PLC

Proposed Registered Office

(PO Box numbers only, are not acceptable)

100 FETTER LANE

Post town LONDON

County / Region

Postcode EC4A 1BN

If the memorandum is delivered by
an agent for the subscriber(s) of
the memorandum mark the box opposite
and give the agent's name and address.



Agent's Name BEACHCROFT LLP

Address 100 FETTER LANE

Post town LONDON

County / Region

Postcode EC4A 1BN

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Beachcroft LLP
100 Fetter Lane, London,
EC4A 1BN

REF: MIJ
DX number DX 45

Tel 020 7242 1011
DX exchange LONDON

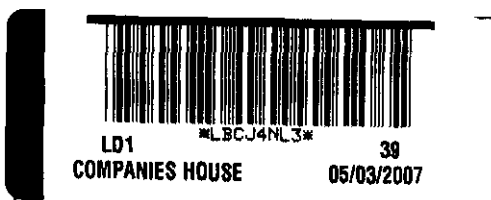
When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



Company Secretary (see notes 1-5)

Company name AQUARIUS MEDIA PLC

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s) BEACH SECRETARIES LIMITED

Surname

Previous forename(s)

Previous surname(s)

Address ††

100 FETTER LANE

Post town LONDON

County / Region

Postcode EC4A 1BN

Country UNITED KINGDOM

I consent to act as secretary of the company named on page 1

Consent signature

Date

05/03/07

FOR AND ON BEHALF OF
BEACH SECRETARIES LIMITED**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s) CROFT NOMINEES LIMITED

Surname

Previous forename(s)

Previous surname(s)

Address ††

100 FETTER LANE

Post town LONDON

County / Region

Postcode EC4A 1BN

Country UNITED KINGDOM

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

05/03/07

FOR AND ON BEHALF
OF CROFT NOMINEES LIMITED

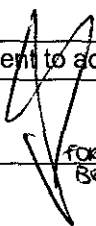
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Directors

(see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	<input type="text"/>		*Honours etc	<input type="text"/>
Forename(s)		BEACH SECRETARIES LIMITED			
Surname		<input type="text"/>			
Previous forename(s)		<input type="text"/>			
Previous surname(s)		<input type="text"/>			
Address <input type="checkbox"/>		100 FETTER LANE			
Post town		LONDON			
County / Region		<input type="text"/>	Postcode	EC4A 1BN	
Country		UNITED KINGDOM			
Date of birth		<input type="text"/>	<input type="text"/>	<input type="text"/>	Nationality <input type="text"/>
Business occupation		<input type="text"/>			
Other directorships		<input type="text"/>			
Consent signature				Date	05/03/07
		FOR AND ON BEHALF OF BEACH SECRETARIES LIMITED			

This section must be signed by*Either***an agent on behalf
of all subscribers****Signed**

Seedcroft LLP

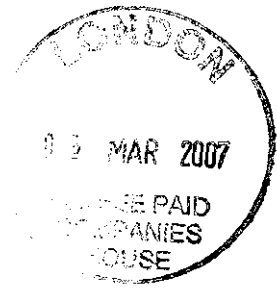
Date

05/03/07

Or the subscribers**Signed****Date***(i.e those who signed
as members on the
memorandum of
association).***Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

603052

Company Number:



The Companies Acts 1985 to 1989
PUBLIC COMPANY LIMITED BY SHARES

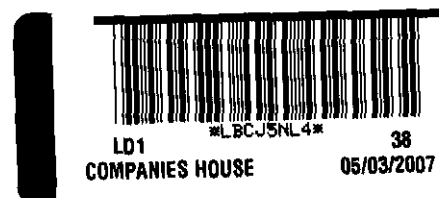
MEMORANDUM OF ASSOCIATION

6138814

- of -

AQUARIUS MEDIA PLC

1. The name of the Company is "AQUARIUS MEDIA PLC".
2. The Company is to be a Public Company.
3. The registered office of the Company will be situated in England and Wales.
4. The objects for which the Company is incorporated are to carry business as a general commercial company and without prejudice to the generality of the foregoing:
 - 4.1 To carry on in all or any of their respective branches all or any of the following businesses:
 - 4.1.1 underwriters, capitalists, company promoters;
 - 4.1.2 dealers, manufacturers, processors, suppliers, traders and distributors of goods, wares, merchandise, commodities, produce, provisions, machinery, equipment, chemicals, minerals and materials of every kind;
 - 4.1.3 providers of labour and services, know-how and expertise, designers, consultants, engineers, accountants, administrators, representatives, trustees, agents, executors, secretaries, clerks, managers, media agents, co-ordinators and architects, registrars, negotiators and contractors, company directors;
 - 4.1.4 data processors, programmers, systems designers, providers of information, data and software, publishers, artists, broadcasters, computer scientists and entertainers;
 - 4.1.5 constructors of buildings and all kinds of private or public works;
 - 4.1.6 dealers and investors in land and properties, estate agents, surveyors, landlords, miners, farmers and horticulturists.
 - 4.2 To employ the funds of the Company in the development and expansion of the business of the Company and all or any of its Associated Companies and in any other company whether now existing or hereafter to be formed and engaged in any like business of the Company or any of its Associated Companies or of any other industry ancillary thereto or which can conveniently be carried on in connection therewith.



- 4.3 To co-ordinate the administration, policies, management, supervision, control, research, development, planning, manufacture, trading and any and all other activities of, and to act as financial advisers and consultants to, any company or companies or group of companies now or hereafter become related or associated in any way with the Company or with any company related or associated therewith and either without remuneration or on such terms as to remuneration as may be agreed.
- 4.4 To become surety for or guarantee the carrying out and performance of any and all contracts, leases and obligations of every kind, of any company any of whose shares or evidence of indebtedness are at any time held by or for the Company or in which the Company is interested or with which it is associated, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such shares or evidence of indebtedness.
- 4.5 To organise, incorporate, reorganise, finance, aid and assist, financially or otherwise, companies and to underwrite or guarantee the subscription of shares, securities or notes of any kind, and to make and carry into effect arrangements for the issue, underwriting, resale, exchange or distribution thereof.
- 4.6 To carry on the business of land and property developers of every and any description and to acquire by purchase, lease, concession, grant, licence or otherwise such lands, buildings, leases, underleases, rights, privileges, stocks, shares, and debentures in companies, policies of insurance and other such property as the Company may deem fit and shall acquire the same for the purposes of investment and development and with a view to receiving the income therefrom, and to enter into any contracts and other arrangements of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine, on a commission or fee basis or otherwise, and to carry on any other trade or business, whatever, of a like and similar nature.
- 4.7 To act as trustee of any kind including trustee of any deeds constituting or securing any debentures, debenture stock or other securities or obligations and to undertake and execute any trust or trust business (including the business of acting as trustee under wills and settlements), and to do anything that may be necessary or desirable or assist in the obtaining of any benefit under the estate of an individual, and also to undertake the office of executor, administrator, secretary, treasurer or registrar or to become manager of any business, and to keep any register or undertake any registration duties, whether in relation to securities or otherwise.
- 4.8 To provide technical, cultural, artistic, educational, entertainment or business material, facilities or services and to carry on any business involving any such provision.
- 4.9 To carry on the business of commission agents, factors, general merchants and dealers in every description of goods, exporters and importers, concessionaires, wholesale and retail traders, carriers, warehousemen, designers, advertising contractors or agents, or trustees, brokers or agents of any person.
- 4.10 To manufacture, develop, process, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances, articles, services and material (tangible or intangible) of any kind which may be advantageous to the Company or which any of the customers or other companies having dealings with the Company may from time to time require.

- 4.11 To provide services of any kind including the carrying on of advisory, consultancy, brokerage and agency business of any kind.
- 4.12 To carry on any other business, trade or activity which is carried on by an Associated Company or which can, in the opinion of the directors of the Company, be conveniently or advantageously carried on by the Company in connection or in conjunction with, or as ancillary to, any business, trade or activity which the Company is for the time being authorised to carry on or which is, in the opinion of the directors of the Company, calculated directly or indirectly to enhance the value of, or render profitable, any property, assets or rights of the Company or otherwise to advance the interests of the Company.
- 4.13 To purchase, take on lease or in exchange, hire, renew, or otherwise acquire and hold for any estate or interest, and to sell, let or otherwise dispose of in whole or in part, any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses in action, and any other real and personal property of any kind including all of the assets of the Company and to perform any services or render any consideration and to construct, equip, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business and in each case for any consideration which may be thought fit.
- 4.14 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, service marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account, manufacture under, or grant licences or privileges in respect of, the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- 4.15 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person or for subsidising or otherwise assisting any such person, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 4.16 To sell, improve, repair, manage, develop, turn to account, exchange or let on rent, grant royalty, share of profits or otherwise, or grant licences, easements or other rights in, or over, and in any manner deal with, or dispose of, either together or in portions, the whole or any part or parts of the undertaking, property and assets of the Company for such consideration, and on such terms, as the directors may think fit including (but not limited to) shares, debentures or other securities of the person acquiring the same.
- 4.17 To invest and deal with the moneys of the Company not immediately required in such manner as the directors may from time to time determine, and to hold or otherwise deal with any investments made and to receive any moneys or securities on deposit or loan on such terms as the directors may think fit.
- 4.18 In any manner, and whether or not done with a view to the attainment of, or in connection with, any other object of the Company or the receipt by the

Company of any direct or indirect consideration or advantage, to lend or advance money, or give credit to, or enter into any kind of guarantee, indemnity or suretyship for the payment or repayment of any money by, or the performance of any obligation of, or the discharge of any liability (whether present or future, actual or contingent) of, any person including (but not limited to) any Associated Company.

- 4.19 To borrow or raise money in such manner as the directors may think fit for the purposes of, or in connection with, the business of the Company or of any other person including (but not limited to) any Associated Company, and for the purposes of, or in connection with, the borrowing or raising of money by the Company, to become a member of any building society.
- 4.20 For the purposes of, or in connection with, the business of the Company or any other person including (but not limited to) any Associated Company, to mortgage or charge or give any security over the whole or any part or parts of the present and future undertaking, property and assets of the Company (including its uncalled capital for the time being) and to issue at par, or at a premium or discount, and for such consideration and with, and subject to, such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, or otherwise by way of security for the performance of any obligation of the Company.
- 4.21 To draw, make, accept, endorse, discount, negotiate, execute or issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and any other negotiable or transferable instruments.
- 4.22 To apply for, promote, and obtain any Act of Parliament, order or licence of the Secretary of State or other authority for enabling the Company or any Associated Company to carry any of its objects into effect, or for effecting any modification of its constitution, or for any other purpose which may seem to the directors calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem directly or indirectly to prejudice the interests of the Company or any other person including (but not limited to) any Associated Company.
- 4.23 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 4.24 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place, underwrite and exercise and enforce all rights and powers conferred by or incidental to the ownership of shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other person constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- 4.25 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company in which the Company has a direct or indirect financial interest

including (but not limited to) any Associated Company and to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company.

- 4.26 To promote any other company for the purpose of acquiring the whole or any part of the undertaking, business, property, assets or any liabilities, of the Company, or of undertaking any business or operations which may appear to the directors likely to assist or benefit the Company or any Associated Company or to enhance the value of the whole or any part or parts of the undertaking, property, assets or business of the Company or any Associated Company and to place, or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company.
- 4.27 To act as agent, broker or trustee for any person, firm or company, and to undertake and perform sub- contracts.
- 4.28 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or any Associated Company, or to contract with any person to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company or any Associated Company.
- 4.29 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 the Company or any Associated Company, or who are, or were at any time directors or officers of the Company or of any Associated Company or who were and are the wives, widows, families or dependants of any such persons; and also to establish and subsidise, or subscribe to, any institution, association, club or fund calculated to be for the benefit of or to advance the interests and well-being of the Company or of any Associated Company, or of any such persons, and to make payments for, or towards, the insurance of any such persons; and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to do any of the foregoing either alone, or in conjunction with any other person including (but not limited to) any Associated Company. In this paragraph "Associated Company" includes the predecessors in business of any Associated Company.
- 4.30 To pay for any property or rights acquired by the Company or remunerate any person rendering services to the Company, either in cash or by the allotment of any fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by the issue of any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the directors may determine.
- 4.31 To accept payment for any property or rights sold or otherwise disposed of, or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or security of any person, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any person,

or partly in one mode and partly in another, and generally on such terms as the directors may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- 4.32 To distribute among the members of the Company in kind any property of the Company of whatever nature.
- 4.33 To procure the Company to be registered or recognised in any part of the World.
- 4.34 *To do all or any of the above things in any part of the World and as principal, agent, trustee, contractor or otherwise and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.*
- 4.35 To do all such other things as may in the opinion of the directors be deemed incidental to, or conducive to the attainment of, the above objects or any of them.
- 4.36 In this clause 4:
 - (i) The objects set forth in each sub-clause shall not be restrictively construed but the widest interpretation shall be given thereto. None of the objects specified in any sub-clause shall (except where expressly so provided) be in any way limited or restricted by reference to, or inference from, any other object or objects specified in the same or any other sub-clause or the terms of any other sub-clause or the name of the Company. None of the sub-clauses or the object or objects specified therein or the powers conferred thereby shall be deemed subsidiary or ancillary to any other sub-clause or any other objects specified in the same sub-clause or to any power conferred thereby or to any object specified in or power conferred by any other sub-clause. Each sub-clause shall be deemed to specify objects of the Company and the Company shall have full power and capacity to exercise any power conferred by, and to achieve, or endeavour to achieve, all or any of the objects specified in any sub-clause as if the objects specified in each sub-clause were specified in a separate sub-clause and each sub-clause specified the objects of a separate and distinct company.
 - (ii) The word "person" includes any individual, company, corporation, firm, partnership, or body or association of persons domiciled in any part of the World and either incorporated or unincorporated and any legal person.
 - (iii) The word "property" includes property of every kind, whether real or personal, moveable or immovable, tangible or intangible or otherwise, in any part of the World and all rights and privileges in, or over, such property.
 - (iv) The words "Associated Company" mean any subsidiary or holding company of the Company or any subsidiary of any holding company of the Company or any other company in which the Company, or any such subsidiary or holding company, is directly or indirectly interested.
 - (v) The words "holding company" and "subsidiary" have the meanings ascribed by Section 736 of the Companies Act 1985 as from time to time amended substituted modified or re-enacted.
 - (vi) The words "and" and "or" shall mean "and/or".

(vii) The words "other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible.

5. The liability of the members is limited.
6. The share capital of the Company is £50,000 divided into 50,000 shares of £1 each.

We, the only person whose name and address is subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and agree to take the number of shares in the capital of the Company set opposite our name.

Name, Address and Description of Subscriber	Number of Shares
---	------------------

for and on behalf of

Croft Nominees Limited
100 Fetter Lane
London EC4A 1BN

One

for and on behalf of

Beach Secretaries Limited
100 Fetter Lane
London EC4A 1BN

One

TOTAL SHARES TAKEN

Two

DATED this 5th day of March 2007

WITNESS TO THE ABOVE SIGNATURE

Name: Laura Chandler

Occupation: Solicitor

Address: 100 Fetter Lane
London
EC4A 1BN

Company No.

THE COMPANIES ACT 1985

Company Limited by Shares

ARTICLES OF ASSOCIATION

- of -

AQUARIUS MEDIA PLC

1. EXCLUSION OF TABLE A

The regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended and Table A applicable to the Company under any former enactment relating to companies shall not apply to the Company except in so far as they are repeated or contained in these Articles,

2. INTERPRETATION

2.1 In these Articles, unless the context otherwise requires:

"Act" means the Companies Act 1985 including any statutory modification or re-enactment of such act and statutory instrument relevant to or derived from such act for the time being in force;

"address", in relation to electronic communications, includes any number or address used for the purposes of such communications;

"Articles" means these articles of association as altered from time to time;

"Auditors" means the auditors for the time being of the Company;

"certificated share" means in relation to a share, a share which is recorded in the Register as being held in certificated form;

"clear days' notice" means that the notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given or on which it is to take effect;

"communication" and **"electronic communication"** shall have the same meaning as defined in the Electronic Communications Act 2000 and any electronic communication purporting to contain a copy of a document need not be in writing provided that it faithfully and intelligibly reproduces all the relevant information given in writing in the document;

"Company" means the above named Company;

"Directors" means the directors for the time being of the Company, or the board of directors for the time being of the Company; or the persons present at a duly convened meeting of the board of directors or any duly authorised committee of the board of Directors at which a quorum is present;

"dividend" means an interim or final dividend declared or paid by the Company and includes a bonus issue;

"electronic signature" means anything in electronic form which the Directors require to be incorporated into or otherwise associated with an electronic communication for the purpose of establishing the authenticity or integrity of the communication;

"Member" means a member of the Company, being the registered holder of any shares in the Company;

"month" means calendar month;

"Office" means the registered office for the time being of the Company;

"Operator" means a person approved by the Treasury under the Regulations as an operator of a relevant system.

"paid up" includes credited as paid up;

"participating class" means a class of share with title recorded on the register as being held in uncertificated form and title to which, by virtue of the Regulations, may be transferred by means of a relevant system;

"Register" means the register of members of the Company required to be kept pursuant by the Act;

"Regulations" means the Uncertificated Securities Regulations 2001 including any re-enactment, modification of, or substitution for such regulations, and from time to time in force;

"relevant system" means a relevant system (as defined in the Regulations) in which the Operator of the relevant system has permitted the shares or securities of the Company (or the relevant shares or securities) to be transferred;

"Seal" means the common seal of the Company;

"Secretary" means the company secretary of the Company from time to time and includes a joint, deputy or assistant secretary, and any person appointed by the Directors to perform the duties of the company secretary of the Company;

"shares" means the authorised share capital of the Company from time to time;

"United Kingdom" means Great Britain and Northern Ireland; and

"in writing" and **"written"** include printing, lithography, typewriting, photography and other modes of representing or reproducing words in visible form including by way of electronic communications where specifically provided in a particular article or where permitted by the Directors in their absolute discretion.

- 2.2 References to a document being executed include references to its being executed under hand or under seal or by any other method except by means of an electronic signature.
- 2.3 References to a document being signed or to signature include references to its being executed under hand or under seal or by any other method and, in the case of an electronic communication, such references are to its bearing an electronic signature.
- 2.4 References 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 or to a share of a class which is at the relevant time a participating class.

- 2.5 Words importing the singular number only shall include the plural, and vice versa.
- 2.6 Words importing the masculine gender only shall include the feminine gender.
- 2.7 Words importing individuals and words importing persons shall include bodies corporate and unincorporated associations.
- 2.8 Any reference in these Articles to the provisions of any statutes or of any subordinate legislation shall include any amendment or enactment (with or without amendment) of the same for the time being in force.
- 2.9 *Unless the context otherwise requires, words and expressions defined in the Act shall bear the same meanings in these Articles.*
- 2.10 A Special or Extraordinary Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles.

3. **SHARES**

3.1 Share capital:

The capital of the Company as at the date of the adoption of these Articles is £50,000 divided into 50,000 ordinary shares of £1 each.

3.2 Other share rights:

Subject to the provisions of the Act, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such rights (including preferred, deferred or other special rights) or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine).

3.3 Redemption and purchase of shares:

Subject to the provisions of the Act and to the rights attaching to existing shares:

3.3.1 any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as may be provided by these Articles save that the date on or by which, or dates between which, any such shares are to be redeemed may, before the shares are issued, be fixed by the Directors;

3.3.2 *the Company may purchase any of its own shares (including any redeemable shares) which do not need to be cancelled immediately but may be held in treasury as treasury shares for subsequent sale, transfer or cancellation.*

3.4 Payment of commission:

The Company may exercise all of the powers of paying commissions conferred by the Act. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay any lawful brokerage.

3.5 Unissued shares:

Except as otherwise provided in the Act or in these Articles, all unissued shares (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may (subject to the provisions of the Act) allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of them to such persons at such times and generally on such terms and conditions as they may determine. The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder, recognise a renunciation of such shares 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 choose to impose.

3.6 Recognition of trusts:

Except as required by law or pursuant to the provisions of these Articles, no person shall be recognised by the Company as holding any share upon any trust, and (except only as by these Articles or by law otherwise provided or under an order of a court of competent jurisdiction) the Company shall not be bound by or be compelled in any way to recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other rights in respect of any share except a registered shareholder's absolute right to the entirety of such share.

4. **UNCERTIFICATED SHARES**

4.1 Notwithstanding anything in these Articles to the contrary, any shares in the Company may be held in uncertificated form and title to shares may be transferred by means of a relevant system, and the Directors may make arrangements (subject to the Regulations) for a class of shares (if all shares of that class are in all respects identical) to become a participating class which may be held in uncertificated form and transferred by means of the relevant system. Any provisions of these Articles shall not apply to any uncertificated shares or to a class of shares which is a participating class (for so long as it remains a participating class) to the extent that such provisions are inconsistent with:

4.1.1 the holding of shares in uncertificated form;

4.1.2 the transfer of title to shares by means of a relevant system; or

4.1.3 any provision of the Regulations.

4.2 Notwithstanding anything in these Articles and without prejudice to the generality and effectiveness of Article 4.1:

4.2.1 Article 5 shall not apply to uncertificated shares;

4.2.2 without prejudice to Article 10.2 in relation to uncertificated shares, the Directors may also refuse to register a transfer of uncertificated shares in such other circumstances as may be permitted or required by the Regulations and the relevant system;

4.2.3 references in these Articles to a requirement on any person to execute or deliver an instrument of transfer or certificate or other document which shall not be practicable in the case of uncertificated shares shall, in the case of uncertificated shares, be treated as references to a requirement to comply with any relevant requirements of the relevant system and any relevant arrangements or regulations which the Directors may make from time to time pursuant to Article 4.2(h);

- 4.2.4 conversion of certificated shares into uncertificated shares, and vice versa, may be made in such manner as the Directors may, in their absolute discretion, determine (subject always to Regulations and the facilities and requirements of the relevant system concerned);
- 4.2.5 the Company shall enter on the Register the number of shares which are held by each Member in uncertificated form and in certificated form and shall maintain the Register in each case as is required by Regulations and the relevant system concerned and, 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;
- 4.2.6 unless the Directors otherwise determined or the Regulations and/or the rules of the relevant system concerned otherwise require any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares any shares issued or created out of or in respect of any certificated shares shall be certificated shares;
- 4.2.7 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 apply only in respect of certificated shares or uncertificated shares;
- 4.2.8 the Directors may make such arrangements, elections or regulations (if any) as they may from time to time in their absolute discretion think fit in relation to the evidencing issue and transfer of uncertificated shares the payment of dividends or any other amount in respect of uncertificated shares and otherwise for the purpose of implementing and/or supplementing the provisions of this Article 4 and the Regulations and the facilities and requirements of the relevant system concerned and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article 4; and
- 4.2.9 the Directors may make such elections in accordance with the Regulations and/or rules of the relevant system, for shares or classes of shares to be traded in uncertificated form.

5. SHARE CERTIFICATES

- 5.1 Every share certificate shall specify the number and class and the distinguishing number (if any) of the shares to which it relates and the amount paid up on such shares. No certificate shall be issued relating to shares of more than one class.

- 5.2 Right to share certificates:

Every person (other than a recognised clearing house (within the meaning of the Financial Services and Markets Act 2000) or a nominee of a recognised clearing house or of a recognised investment exchange (within the meaning of the Financial Services and Markets Act 2000) in respect of whom the Company is not required by law to complete and have ready for delivery a certificate) whose name is entered as a Member on the Register as a holder of any certificated share shall be entitled, without payment, to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares registered in his name or, in the case of shares of more than one class being registered in his name, a separate certificate for each class of shares so registered, and where a Member (except such a clearing house or nominee) transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of shares of that class retained by him. If a

Member shall require additional certificates he shall pay for each additional certificate such reasonable sum (if any) as the Directors may determine.

5.3 Share certificate of joint holders:

In respect of certificated shares of one class held jointly by more than one person the Company shall not be bound to issue more than one certificate, and delivery of a certificate for such shares to one of the joint holders of such shares shall be sufficient delivery to all such holders.

5.4 Replacement of share certificates:

5.4.1 If any certificate be defaced or worn out, then upon delivery of such certificate to the Directors they may order the same to be cancelled and *may issue a new replacement certificate* and if any certificate is lost or destroyed, then upon providing satisfactory proof to the Directors and on such indemnity with or without security, as the Directors determine, being given, a new replacement certificate shall be given to the party entitled to such lost or destroyed certificate.

5.4.2 Every certificate issued pursuant to Article 5.4(c) shall be issued without payment, *but there shall be paid to the Company such exceptional out-of-pocket expenses of the Company in connection with the request (including, without limitation, the investigation of such request and the preparation and execution of any such indemnity or security) as the Directors may determine.*

6. **VARIATION OF RIGHTS**

6.1 Variation of class rights:

If at any time the share capital is divided into different classes of shares, the rights attached to any class or any of such rights may, subject to the provisions of the Act, whether or not the Company is being wound up, modified, abrogated or varied with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class, (excluding any shares of that class held as treasury shares) or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of that class.

6.2 Separate general meetings:

6.2.1 To every such separate General Meeting the provisions of Sections 369, 370, 376 and 377 of the Act and the provisions of these Articles relating to General Meetings shall, *mutatis mutandis*, so far as applicable apply, subject to the following provisions:

- (a) the necessary quorum at any such meeting, other than an adjourned meeting, shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (excluding any shares of that class held as treasury shares), and at an adjourned meeting one person holding shares of the class in question or his proxy;
- (b) any holder of shares of the class in question present in person or by proxy may demand a poll; and
- (c) every holder of shares of the class in question present in person or by proxy shall be entitled on a poll to one vote for every share of

that class held by him, and no vote shall be given except in respect of a share of that class so held.

6.2.2 No Member other than a Director shall be entitled to notice of or to attend the meeting unless he is a holder of the shares of the class in question.

6.2.3 The provisions of this Article 6.2 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 and their special rights were to be varied.

6.3 Issue of further shares:

The rights attached to any class of shares shall, unless otherwise expressly provided by the terms of issue of the shares of that class or by the terms upon which such shares are for the time being held, be deemed not to be modified, abrogated or varied by (a) the creation or issue of further shares ranking *par passu* with such shares or (b) the purchase or redemption by the Company of any of its own shares in accordance with the Act and these Articles.

7. CALLS ON SHARES

7.1 Calls:

The Directors may, subject to the terms of allotment of relevant shares, from time to time make such calls upon the Members as they may determine in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and each Member shall (subject to the Company serving on him at least 14 clear days notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

7.2 Payment on calls:

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

7.3 Liability of joint holders:

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

7.4 Interest due on non-payment:

If a sum payable in respect of any call or instalment is not paid on or before the day appointed for payment, the person from whom it is due shall pay interest on the sum at such rate, not exceeding 15 per cent per annum, as the Directors may determine from the day appointed for the payment until the sum is paid, and all expenses that may have been incurred by the Company by reason of such non-payment; but the Directors may, if they think fit, waive all or part of the payment of such interest and expenses.

7.5 Non-payments of calls:

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

7.6 Power to differentiate:

The Directors may, on the issue of shares, make arrangements for a difference between the allottees or holders of such shares in the amounts of calls to be paid and in the times of payment of such calls.

7.7 Payment of calls in advance:

The Directors may, if they choose to, 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 any shares held by him; and upon all or any of the moneys so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at a rate, not exceeding (unless the Company in General Meeting shall otherwise direct) 15 per cent per annum, as may be agreed upon between the Directors and the Member paying such moneys in advance. The Directors may at any time on giving not less than three months' notice in writing to such Member repay to him the amount by which any such advance exceeds the amount actually called upon the shares.

8. **FORFEITURE**

8.1 Notice if call or instalment not paid:

If any Member fails to pay any call or instalment in full on or before the day appointed for payment, the Directors may, at any time after such day, serve a notice on him, or on a person entitled by transmission to the shares in respect of which the call was made, requiring him to pay so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.

8.2 Form of notice:

The notice shall name a further day (not earlier than the expiration of 14 clear days from the date of service of the notice) on or before which, and the place where, such call or instalment and such interest and expenses referred to in the notice are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited.

8.3 Forfeiture for non-compliance:

If the requirements of any notice referred to in Article 8.1 are not complied with, any share in respect of which such notice has been given may at any time after the relevant time stated in the notice, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall extend to all dividends declared and other moneys payable in respect of the shares so forfeited and not actually paid before such 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 pursuant to this Article upon such terms and conditions as they think fit.

8.4 Notice after forfeiture:

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 any person entitled to the share by transmission, and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture or surrender shall be invalidated by any failure to give such notice or make such entry.

8.5 Disposal of forfeited shares:

A share which has been forfeited or surrendered shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender, as the Directors may choose PROVIDED ALWAYS that (i) the Company shall not exercise any voting rights in respect of such share; and (ii) any such share not validly disposed of within a period of three years from the date of its forfeiture or surrender shall at the end of such three year period be cancelled in accordance with the provisions of the Act. For the purpose of giving effect to any sale or other disposition pursuant to this Article the Directors may authorise some person to transfer the share so sold or otherwise disposed of to, or in accordance with the directions of, the purchaser, or other person becoming entitled, to such shares.

8.6 Annulment of forfeiture:

The Directors may, at any time before any share which has been forfeited or surrendered is cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon such terms as they determine.

8.7 Continuing liability:

Any person whose shares have been forfeited or surrendered shall cease to be a Member in respect of those shares and shall surrender to the Company for cancellation the certificate for the forfeited or surrendered shares, but shall, notwithstanding such forfeiture or surrender, remain liable to pay to the Company all outstanding moneys which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the shares, together with interest thereon at such rate, not exceeding 15 per cent per annum, as the Directors may determine from the time of forfeiture or surrender until the time of payment, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares, together with any interest payable. The Directors may choose to waive the payment of all or part of any interest. The Company may enforce payment of such moneys without being under any obligation to make any allowance for the value of the shares forfeited or surrendered or for any consideration received on their disposal.

9. LIEN

9.1 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; but the Directors may at any time waive any lien which has arisen and may declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all amounts payable in respect of it.

9.2 Enforcement of lien by sale:

The Company may sell, in such manner as the Directors consider appropriate, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists remains outstanding and is presently payable, nor until the expiration of 14 clear days after a notice in writing, (i) stating, and demanding payment of, the outstanding sum, and (ii) giving notice of intention to sell in default of such payment, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy or otherwise by operation of law.

9.3 Application of sale proceeds:

The net proceeds of a sale under Article 9.2, after payment of the associated costs, shall be applied in or towards satisfaction of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) on surrender, of the certificate for the share sold, be paid to the person entitled to the shares at the date of sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser.

9.4 Statutory declaration:

A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration, shall be conclusive evidence of the facts stated in such statutory declaration against all persons claiming to be entitled to the share.

10. **TRANSFER OF SHARES**

10.1 Execution of transfer:

The instrument of transfer of any certificated share in the Company shall be signed by or on behalf of the transferor (and, in the case of a share which is not fully paid, shall be signed by or on behalf of the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of such share. All instruments of transfer, when registered, may be retained by the Company.

10.2 Form of transfer:

10.2.1 All transfers of certificated shares shall be effected by an instrument in any usual or common form or any other form which the Directors may approve.

10.2.2 Subject to Article 4.2(b), the registration of title to and transfer of any uncertificated shares shall be effected in accordance with the Regulations and the rules of any relevant system and there shall be no requirement for a written instrument of transfer or the production of a certificate for the share to be transferred.

10.2.3 The Directors shall have the power to implement such procedures as they may choose and as may accord with the Regulations for the recording and transferring of title to shares and securities in uncertificated form and for the regulation of those proceedings and the persons responsible for or involved in their operation.

10.3 Right to decline registration:

The Directors may, in their absolute discretion and without assigning any reason refuse to register any transfer of any share which is not a fully paid share. The Directors may likewise refuse to register any transfer of any share, whether fully paid or not, in favour of more than four persons jointly. The Directors shall also refuse to register any transfer of a share, whether fully paid or not, made in breach of the provisions of Article 11.1. For all purposes of these Articles relating to the registration of transfers of shares, the renunciation of the allotment of any shares by the allottee in favour of some other person shall be deemed to be a transfer and the Directors shall have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

10.4 Further rights to decline registration:

The Directors may decline to register any transfer of a certificated share unless:

10.4.1 the instrument of transfer is left at the Office, or at such other place as the Directors may from time to time determine, accompanied by the certificate(s) of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and

10.4.2 the instrument of transfer is in respect of only one class of share; and

10.4.3 in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.

10.5 Notice of refusal:

If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal and (except in the case of fraud) return to him the instrument of transfer. All instruments of transfer which are registered may be retained by the Company.

10.6 No fee for registration:

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

10.7 Suspension of registration:

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

11. **TRANSMISSION OF SHARES**

11.1 Transmission on death:

If a Member dies the survivor or survivors where the deceased was a joint holder, and the legal personal representatives 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 shall release the estate of a deceased Member from any liability in respect of any share which had been solely or jointly held by him.

11.2 Person entitled by transmission:

Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may, upon producing such evidence as the Directors may properly require and subject to the remainder of this Article 11, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee of the share, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the Member registered as the holder of any such share before his death or bankruptcy or other event (as the case may be). Where the entitlement of a person to a certificated share in consequence of the death or bankruptcy of a Member or of 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 ensure the entitlement of that person is noted in the Register.

11.3 Restrictions on election:

If the person becoming entitled to a share shall elect to be registered himself, he shall give to the Company a notice in writing signed by him to that effect. If he elects to have another person registered and the share is a certificated share, he shall execute a transfer of the share to that person. If he elects to have himself or another person registered and the share is an uncertificated share, he shall take any action as is required by the Directors. 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 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 signed by the Member registered as the holder of any such share.

11.4 Right of persons entitled by transmission:

A person becoming entitled to a share by reason of the death or bankruptcy of the holder or otherwise by operation of law 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 to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company (including meetings of the holders of any class of shares in the Company), PROVIDED ALWAYS that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and, if the notice is not complied with within 60 days, the Directors may after such time withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

12. **UNTRACED SHAREHOLDERS**

12.1 Power to sell:

The Company shall be entitled to sell, at the best price reasonably obtainable at the time of sale, any certificated share of a Member or any share to which a person is entitled by transmission if and provided that:

- 12.1.1 for a period of 12 years no cheque, warrant or order sent by the Company in the manner authorised by these Articles in respect of the share in question has been cashed and no communication has been received by

the Company from the Member or the person entitled by transmission; provided that, in such period of 12 years, the shares have been in issue either in certificated or uncertificated form and at least three dividends whether interim or final on or in respect of the share in question have become payable and no such dividend during that period has been claimed; and

12.1.2 the Company has given notice of its intention to sell such share, on or after expiration of the period of 12 years, by posting an advertisement in both a national newspaper and a newspaper circulating in the area in which either

(a) the last known address of the member; or

(b) the address at which service of notices may be effected in accordance with the provisions of these Articles is located;

(but such advertisements need not refer to the names of the holder(s) of the share or identify the share in question); and

12.1.3 the Company has not, during the further period of three months after the publication of such advertisements and prior to the exercise of the power of sale, received any communication from the Member or person entitled by transmission; and

12.1.4 if the shares are listed or dealt in on London Stock Exchange plc, the Company has given notice in writing to such stock exchange of its intention to sell such share.

12.2 Power to sell further shares:

If, during any 12 year period or three month period referred to Article 12.1, further shares have been issued in respect of those held at the beginning of such 12 year period or of any previously issued during such periods and all the other requirements of such Article have been satisfied in respect of the further shares, the Company may also sell such further shares.

12.3 Authority to effect sale:

To give effect to any sale pursuant to Articles 12.1 and 12.2, the Directors may authorise any person to execute as transferor an instrument of transfer of the said share and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such share. The transferee shall not be bound to see to the application of the purchase moneys and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating to the transfer. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Member or other person previously entitled to such shares for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company (if any)) as the Directors may choose.

12.4 Prescription:

If either (i) on two consecutive occasions cheques, warrants or orders in payment of dividends or other moneys payable in respect of any share have been sent through the post or otherwise in accordance with the provisions of these Articles but have

been returned undelivered or left uncashed during the periods for which the same are valid or any transfer by bank or other funds transfer system has not been satisfied; or (ii) following one such occasion reasonable enquiries have failed to establish any new address of the registered holder; the Company need not following such occurrences despatch further cheques, warrants or orders and need not transfer any sum (as the case may be) in payment of dividends or other moneys payable in respect of the share in question until the Member or other person entitled thereto has contacted the Company and supplied in writing to the Office an address for the purpose.

13. ALTERATION OF CAPITAL

13.1 Increase of share capital:

The Company may from time to time by Ordinary Resolution increase its share capital by such sum, to be divided into shares of such amount, as prescribed in the resolution. All new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, forfeiture, lien, transfer and transmission and otherwise.

13.2 Consolidation, sub-division and cancellation:

The Company may by Ordinary Resolution:

13.2.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

13.2.2 subject to the Act, sub-divide its existing shares, or any of them, into shares of smaller amount, provided that:

(a) in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and

(b) the resolution sub-dividing any share may determine that as between the resulting shares one or more of such shares may be given a preference or advantage or may be subject to any restriction as regards dividend, capital, voting or otherwise over the others or any other of such shares; and

13.2.3 cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

13.3 Fractions:

Subject to any direction by the Company in General Meeting, whenever as the result of any consolidation or sub-division of shares Members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they choose and in particular may sell the shares to which Members are so entitled in fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and pay and distribute to and amongst the Members entitled to such shares in due proportions the net proceeds of the sales of such shares. For the purpose of giving effect to any such sale the Directors may nominate any person to execute a transfer of the shares sold on behalf of the Members so entitled to, or as directed by the purchaser, and may cause the name of the transferee(s) to be entered in the Register as the holder(s) of the shares as certificated shares comprised in any such transfer, and such transferee(s) shall not be bound to see to the application of the purchase money nor shall such transferee(s)

title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

13.4 Reduction of capital:

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

14. **GENERAL MEETINGS**

14.1 Annual General Meeting:

The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

14.2 Extraordinary General Meetings:

All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

14.3 Convening of Extraordinary General Meetings:

The Directors may, whenever they choose to do so, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum the Directors in the United Kingdom capable of acting may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

15. **NOTICE OF GENERAL MEETINGS**

15.1 Length of notice:

An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by not less than 21 clear days' notice in writing, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by not less than 14 clear days' notice in writing. The notice shall specify the place, the day and the time of meeting and, in the case of any special business, the general nature of that business. It shall be given, in the manner prescribed by these Articles or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company and shall comply with the provisions of the Act as to informing Members of their right to appoint proxies. A notice calling an Annual General Meeting shall specify the meeting as such and a notice convening a meeting to pass an Extraordinary Resolution or a Special Resolution as the case may be shall specify the intention to propose the resolution as such. References in this Article to notice in writing includes the use of electronic communications and publication on a web site in accordance with the Act.

15.2 Short notice:

A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed:

15.2.1 in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote at such meeting; and

15.2.2 in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

15.3 Omission or non-receipt of notice:

The accidental omission to give notice of a meeting, or to send a form of proxy with a notice where required by these Articles, or the accidental omission to send any document relating to the meeting to any person entitled to receive the notice or document, or the non-receipt of notice of a meeting or document or form of proxy by any such person, shall not invalidate the proceedings at that meeting.

15.4 Postponement of General Meetings:

If the Directors, in their absolute discretion, consider that it is impractical or unreasonable for any reason to hold a General Meeting on the date or at the time or place specified in the notice calling the General Meeting, they may postpone the General Meeting to another date, time and/or place. When a meeting is so postponed, notice of the date, time and place of the postponed meeting shall be placed in at least two national newspapers in the United Kingdom. Notice of the business to be transacted at such postponed meeting shall not be required. If a meeting is rearranged in this way, the appointment of a proxy is valid if it is received as required by these articles not less than 48 hours before the time appointed for holding the rearranged meeting. The Directors may also postpone or move a rearranged meeting under this Article.

16. **PROCEEDINGS AT GENERAL MEETINGS**

16.1 Ordinary and special business:

All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of:

16.1.1 receiving, considering, laying before the Company or adopting the accounts and balance sheets and the reports of the Directors and Auditors;

16.1.2 electing Directors appointed by the Board pursuant to the provisions of Article 24.4 (Casual vacancies and additional Directors)

16.1.3 appointing the Auditors;

16.1.4 settling the remuneration of the Directors and Auditors or determining the manner in which the remuneration is to be settled;

16.1.5 authorising the Board under the provisions of sub-section (1) of section 80 of the Act to issue relevant securities (as defined in sub-section (2) of section 80) whether by the passing of a resolution conferring specific or general authority or by amending these Articles; and

16.1.6 giving the Board power under the provisions of sub-section (1) of section 95 of the Act to allot equity securities (as defined in sub-section (2) of section 94) for a consideration comprised wholly in cash as if sub-section (1) of section 89 did not apply whether by the passing of a resolution or by amending these Articles.

PROVIDED THAT where any resolution pursuant to paragraphs (e) and (f) above is proposed to be considered by the members at an annual general meeting the full text of such resolution shall be set out in the notice convening the relevant annual general meeting.

16.2 Quorum:

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business; save as herein otherwise provided, two Members present in person or by proxy and entitled to vote shall be a quorum. The appointment of a Chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.

16.3 Procedure if quorum not present:

If within thirty minutes (or such longer time as the Chairman may decide not exceeding one hour) from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to such time (being not less than three days nor more than 28 days later) and place as the Chairman shall appoint. If at such adjourned meeting a quorum is not present within five minutes from the appointed time, the Member or Members present in person or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. The Company shall give not less than seven clear days' notice of any meeting adjourned because of a lack of a quorum, and the notice shall state that the Member or Members present as aforesaid shall form a quorum and shall have the power referred to in this Article. References to notice in writing in this Article include the use of electronic communications and publication on a website in accordance with the Act.

16.4 Security arrangements:

The Directors or the Chairman of the meeting or any person authorised by the Directors may direct that Members or proxies wishing to attend any General Meeting should submit to such searches or other security arrangements or restrictions as the Directors or the Chairman of the meeting or such person authorised by the Directors shall consider appropriate in the circumstances and shall be entitled in their or his absolute discretion to refuse entry to, or to eject from, such General Meeting any member or proxy who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

16.5 Chairman of General Meeting:

The Chairman, if any, of the board of Directors (or, in his absence, any Deputy Chairman) shall preside as Chairman at every General Meeting of the Company. If there is no Chairman or Deputy Chairman, or if at any General Meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the Directors present shall select one of their number to be Chairman; or if no Director is present and willing to take the chair the Members present and entitled to vote shall choose one of their number to be Chairman of the meeting.

16.6 Adjournments:

16.6.1 The Chairman may, at any time without the consent of the meeting, adjourn any meeting (whether or not it has commenced or has already been adjourned or a quorum is present) to another time or place where it appears to him that (a) the Members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting, (b) the conduct of any persons prevents or is likely to prevent the orderly

continuation of business or (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

- 16.6.2 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, not less than seven clear days' notice in writing of the adjourned meeting shall be given specifying the day, the place and the time of the meeting as in the case of an original meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as required by this Article it shall not be necessary to give any notice of an adjournment.

16.7 Orderly conduct:

The Chairman shall, at any meeting, take such action as he considers appropriate to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting and the Chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final, as shall be his determination as to whether any matter is of such a nature.

16.8 Directors' right to attend and speak:

Each Director shall be entitled to attend and speak at any General Meeting of the Company and at any separate General Meeting of the holders of any class of shares in the Company. The Chairman may invite any person to attend and speak at any General Meeting of the Company whom the Chairman considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting.

16.9 Amendments to resolutions:

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. In the case of a resolution duly proposed as a Special or Extraordinary Resolution no amendment to such resolution (other than an amendment to correct a patent error) may in any event be considered or voted upon. In the case of a resolution duly proposed at an Ordinary Resolution no amendment to such resolution (other than 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 Office, or the Chairman of the meeting in his absolute discretion decides that it may be considered or voted upon. A proposed amendment may be withdrawn before voted upon.

16.10 Method of voting:

- 16.10.1 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 by:

- (a) the Chairman; or
- (b) at least five Members present in person or by proxy and entitled to vote; or

- (c) any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or
- (d) a Member or Members present in person or by proxy holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

16.10.2 Unless a poll is demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

16.10.3 Except as provided in Article 16.11, if a poll is duly demanded it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman of the meeting directs and he may appoint scrutineers and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

16.11 Timing of poll:

A poll demanded on the election of a Chairman or on the question of an 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 after the date of the meeting or adjourned meeting at which the poll is demanded) and place as the Chairman may direct. No notice need be given of a poll not taken immediately. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The demand for a poll may be withdrawn with the consent of the Chairman at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made.

16.12 Corporate representatives:

Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it chooses to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present.

17. **VOTING AT GENERAL MEETINGS**

17.1 Votes of Members:

Subject to any rights or restrictions for the time being attached to any class or classes of shares and to any other provisions of these Articles, on a show of hands every Member present in person shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for each share of which he is the holder.

17.2 Votes of joint holders:

In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.

17.3 Voting on behalf of incapable Member:

A Member in respect of whom an order has been made by any court having jurisdiction (in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver curator bonis or other person authorised in that behalf appointed by that court, and such receiver curator bonis or other person may, on a poll, vote by proxy, provided that evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote has been delivered at the Office (or at such other place as may be specified in accordance with these Articles for the delivery of instruments in writing which are not electronic communications appointing a proxy) not later than the last time at which an instrument of proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

17.4 No right to vote where sums overdue:

No Member shall, unless the Directors otherwise determine, be entitled, in respect of any share in the capital of the Company held by him, to be present or to vote on any question, either in person or by proxy, at any General Meeting, or separate General Meeting of the holders of any class of shares of the Company, or upon a poll, or to be reckoned in a quorum, if any call or other sum presently payable by him to the Company in respect of such share remains unpaid.

17.5 Objections to voting:

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

17.6 Voting on a poll:

On a poll votes may be given personally or by proxy and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

17.7 Chairman's casting vote:

In the case of equality of votes at a General Meeting, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to an additional or casting vote.

18. PROXIES

18.1 Execution of proxies:

The instrument appointing a proxy shall be in writing in any usual or common form, or any other form which the Directors may approve, under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. The signature or such instrument need not be witnessed. In this article references to in writing include the

use of electronic communications subject to such terms and conditions as the board may decide.

18.2 Appointment of proxy:

A proxy need not be a Member. A Member may appoint more than one proxy to attend on the same occasion and if he does he shall specify the number of shares in respect of which each proxy is entitled to exercise the related votes, and shall ensure that no proxy is appointed to exercise the votes which any other proxy has been appointed by that member to exercise. Deposit of an instrument of proxy shall not preclude a Member from attending and voting in person at the meeting or any adjournment of such meeting.

18.3 Authority of proxy to call for a poll:

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

18.4 Delivery of proxy:

18.4.1 An instrument appointing a proxy not contained in an electronic communication and (failing previous registration with the Company) the power of attorney or other authority, if any, under which it is executed, or a notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of that power or authority, or a copy certified in some other manner approved by the Directors, shall be deposited at the Office or at such other place or one of such places (if any) within the United Kingdom as is or are specified for that purpose in or by way of note to the notice convening the meeting or any document accompanying such notice, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument 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 instrument of proxy shall not be treated as valid.

18.4.2 An instrument appointing a proxy and any other instrument referred to in Article 18.4(a) shall be deemed to have been validly deposited at the Office or at such other place specified in accordance with Article 18.4(a) if the instrument is received at such place by facsimile transmission within the period of time specified by such Article, provided that the original instrument in the same form as the instrument received by facsimile transmission is deposited at the place at which the facsimile transmission was received not less than twenty-four hours before the time appointed for the Meeting or adjourned Meeting or the holding of a poll subsequently at which the vote is to be used.

18.4.3 In the case of an appointment of proxy contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications either:

- (a) in or by way of note to the notice convening the meeting;
- (b) in or by way of note to any notice of any adjournment; or
- (c) in either case, in any accompanying document, or in any electronic communication issued by or on behalf of the Company,

the appointment of proxy shall be received at such address not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. Any authority pursuant to which an appointment contained in an electronic communication is made or a copy of the authority, certified notarially or in accordance with the Powers of Attorney Act 1971 or in some other manner approved by the Directors, must, if required by the Directors, be received at the Office (or such other place in the United Kingdom as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case, in any accompanying document) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote or in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, be received not less than 24 hours before the time appointed for the taking of the poll.

- 18.4.4 An appointment of a proxy which is not or in respect of which the authority or copy of which is not, received in a manner so permitted by this Article 18.4 shall be invalid. When two or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting or poll, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share. The proceedings at a General Meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is delivered in a manner permitted by these Articles by electronic communication, but because of a technical problem it cannot be read by the recipient.

18.5 *Validity of proxy:*

An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No instrument of proxy shall be valid after the expiration of 12 months from the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within 12 months from that date.

18.6 *Cancellation of proxy's authority:*

A vote given or poll demanded in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or determination of the authority of the person voting or demanding a poll, provided that no intimation in writing of such death, insanity, revocation or determination shall have been received by the Company at the Office or such other place (if any) as is specified for depositing the instrument of proxy before the commencement of the meeting or adjourned meeting or the holding of a poll subsequently thereto at which such vote is given. In this Article references to in writing include the use of electronic communications subject to such terms and conditions as the Directors may decide.

19. **WRITTEN RESOLUTIONS**

Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, and it may consist of two or more documents in like form each signed by one or more of the Members. In this Article references to in writing include the use of electronic communications subject to such terms and conditions as the Directors may decide.

20. DIRECTORS

20.1 Number of Directors:

Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two or more than ten.

20.2 Directors' shareholding qualification:

A Director shall not be required to hold any shares in the capital of the Company. A Director who is not a Member shall nevertheless be entitled to receive notice of and attend and speak at all General Meetings of the Company and all separate General Meetings of the holders of any class of shares in the capital of the Company.

20.3 Age limit of Directors:

There shall not be an age limit for Directors and sub-sections (2) to (6) of Section 293 of the Act shall not apply to the Company.

20.4 Other interests of Directors:

20.4.1 A Director may be or continue as or become a director or other officer, servant or member of, or otherwise interested in, any body corporate promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received or receivable by him as a director or other officer servant or member of, or from his interest in, such other body corporate.

20.4.2 Subject to these Articles, the Director or the Company by Ordinary resolution may appoint or elect any person willing to be a Director, either to fill a vacancy or as an additional director, but so that the total number of Directors shall not exceed any maximum number fixed by or in accordance with these Articles.

20.5 Directors' fees and expenses:

20.5.1 The non-executive Directors shall be paid out of the funds of the Company by way of fees for their services as directors such sums (if any) as the Directors may from time to time determine (not exceeding in the aggregate an annual sum (excluding amounts payable under any other provision of these Articles) of £300,000 or such larger amount as the Company may by Ordinary Resolution determine) and such remuneration shall be divided between the Directors as they shall agree or, failing agreement, equally. Such remuneration shall be deemed to accrue from day to day.

20.5.2 The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or of the holders of any class of shares or debentures of the Company or otherwise in connection with the business of the Company.

20.6 Additional remuneration:

Any Director who is appointed to any executive office or who serves on any committee or who devotes special attention to the business of the Company, or who goes or resides abroad, or who otherwise performs services which in the opinion of the Directors or any committee authorised by the Directors are outside the scope of the

ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors or such committee may determine.

20.7 Register of Directors' interests:

The Company shall in accordance with the provisions of the Act duly keep a register showing, as respects each Director, his interests in shares in, or debentures of, the Company or associated companies.

21. **ALTERNATE DIRECTORS**

- 21.1 Each Director shall have the power at any time to appoint as an alternate Director either (1) another Director or (2) any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the Office or at a meeting of the Directors. An alternate Director shall not be required to hold any shares in the capital of the Company and shall not be counted in reckoning the maximum and minimum numbers of Directors allowed or required by Article 20.1.
- 21.2 An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company 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, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be an agent of his appointor.
- 21.3 An alternate Director shall be entitled (subject to his giving to the Company an address *within the United Kingdom at which notices may be served upon him*) to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member, and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as Director of his appointor.
- 21.4 The appointment of an alternate Director shall automatically determine on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor shall cease, for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting, or if the alternate Director resigns his office by notice in writing to the Company.
- 21.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 21.6 In this Article, references to in writing include the use of electronic communications subject to such terms and conditions as the Directors may decide.

22. **POWERS AND DUTIES OF DIRECTORS**

22.1 Powers of Company vested in the Directors:

The business of the Company shall be managed by the Directors, who may exercise all the powers of the Company subject, nevertheless, to the provisions of these

Articles and of the Act, and to such directions as may be given by the Company in General Meeting by special resolution PROVIDED ALWAYS that no alteration of the memorandum of association or these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if such alteration had not been made or such direction had not been given. The general powers conferred upon the Directors by this Article shall not be deemed to be abridged or restricted by any specific power conferred upon the Directors by any other Article.

22.2 Pensions, insurance and gratuities for Directors and others:

22.2.1 The Directors or any committee authorised by the Directors may exercise all the powers of the Company to give or award pensions, annuities, gratuities or other retirement, superannuation, death or disability allowances or benefits (whether or not similar to the foregoing) to (or to any person in respect of) any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any other body corporate which is or was a subsidiary undertaking or a parent undertaking of the Company or otherwise associated with the Company or any such body corporate, or a predecessor in business of the Company or any such body corporate, and to the wives, widows, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of schemes, trusts and funds (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them, and so that any Director or former Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such trust, fund or scheme or otherwise).

22.2.2 Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company, or of any other body (whether or not incorporated) which is or was its parent undertaking or subsidiary undertaking or another subsidiary undertaking of any such parent undertaking (together 'Group Companies') or otherwise associated with the Company or any Group Company or in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, or who are or were at any time trustees of (or directors of trustees of) any pension, superannuation or similar fund, trust or scheme or any employees' share scheme or other scheme or arrangement in which any employees of the Company or of any such other body are interested, including (without limitation) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body, fund, trust, scheme or arrangement.

22.3 Local boards:

The Directors may make such arrangements as they think fit for the management and transaction of the Company's affairs in the United Kingdom and elsewhere and may from time to time and at any time establish any local boards or agencies for managing any of the affairs of the Company in any specified locality, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration. The Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time

being vested in the Directors (other than the powers of borrowing and of making calls), with power to sub-delegate, and may authorise the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

22.4 Attorneys:

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

22.5 Directors' permitted interests:

22.5.1 Subject to the provisions of the Act, a Director may hold any other office or place of profit under the Company, except that of Auditor, in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other Article. No Director or intending Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either with regard to his tenure of any such other office or place of profit or any such acting in a professional capacity or as a vendor, purchaser or otherwise. Subject to the provisions of the Act and save as therein provided no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be liable to be avoided nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the Company for any profit or other benefit realised by any such contract, arrangement, transaction or proposal by reason of such Director holding that office or of the fiduciary relationship thereby established, but he shall declare the nature of his interest in accordance with the Act.

22.5.2 Except as provided in paragraph (c) below a Director shall not vote in respect of any contract, arrangement, transaction or any other proposal whatsoever in which he has an interest which (together with any interest of any person connected with him within the meaning of Section 346 of the Act) is to his knowledge a 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.

22.5.3 A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:

- (a) 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;
- (b) 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;
- (c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase 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 he is to participate;
- (d) any contract, arrangement, transaction or other proposal concerning any other body corporate in which he or any person connected with him (within the meaning of Section 346 of the Act) is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he and any persons so connected with him do not to his knowledge hold an interest (within the meaning of Sections 198-211 of the Act) in one per cent or more of any class of the equity share capital of such body corporate (calculated exclusive of any shares of that class in that company held as treasury shares) or of the voting rights available to members of the relevant body corporate;
- (e) any contract, arrangement, transaction or other proposal 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 the scheme relates; and
- (f) any proposal concerning any insurance which the Company is to purchase and/or maintain for or for the benefit of any Directors or for the benefit of persons who include Directors.

22.5.4 A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof.

22.5.5 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under Article (c)(iv)) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

22.5.6 If any question shall arise at any meeting as to the materiality of an interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive except in a

case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.

- 22.5.7 Subject to the Act, the Company may by Ordinary Resolution suspend or relax the provisions of this article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article.

22.6 Exercise of Company's voting powers:

The Directors may exercise or procure the exercise of the voting rights conferred by the shares in any other body corporate held or owned by the Company or any power of appointment in relation to any other body corporate, and may exercise any voting rights or power of appointment to which they are entitled as directors of such other body corporate, in such manner as they shall in their absolute discretion think fit, including the exercise thereof in favour of appointing themselves or any of them as directors, officers or servants of such other body corporate, and fixing their remuneration as such, and may vote as Directors in connection with any of the matters aforesaid.

22.7 Signature of cheques etc:

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time determine.

22.8 Minutes:

22.8.1 The Directors shall cause minutes to be made:

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

22.8.2 It shall not be necessary for Directors present at any meeting of Directors or committee of Directors to sign their names in the minutes of the meeting. Any minute purporting to be signed by the Chairman of the meeting at which the proceedings were had, or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.

23. **DISQUALIFICATION OF DIRECTORS**

The office of a Director (including membership of any committee or sub-committee) shall be vacated in any of the following events, namely:

- 23.1 if he ceases to be a Director by virtue of Section 293 of the Act;
- 23.2 if a bankruptcy order is made against him or he makes any arrangement or composition with his creditors generally;
- 23.3 if he becomes prohibited by law from acting as a Director;

- 23.4 if, in England 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 guardian or receiver or other person to exercise powers with respect to his property or affairs;
- 23.5 if he resigns his office by notice in writing under his hand to the Company or offers in writing under his hand to resign and the Directors resolve to accept such offer;
- 23.6 if, not having leave of absence from the Directors, he and his alternate (if any) fail to attend the meetings of the Directors for six successive months, unless prevented by illness, unavoidable accident or other cause which may seem to the Directors to be sufficient, and the Directors resolve that his office be vacated; or
- 23.7 if, by notice in writing delivered to the Office or tendered at a meeting of the Directors, his resignation is requested by all of the other Directors (but so that this shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company); and
- 23.8 in this Article references to in writing include the use of electronic communications subject to such terms and conditions as the Directors may decide.

24. **ROTATION OF DIRECTORS**

24.1 *Appointment of Directors by separate resolution:*

A single resolution for the appointment of two or more persons as Directors shall not be put at any General Meeting, unless a resolution that it shall be so put has first been agreed to by the meeting without any vote being given against it.

24.2 *Persons eligible for appointment:*

No person shall, unless recommended by the Directors, be eligible for appointment to the office of Director at any General Meeting unless not less than 7 nor more than 42 days before the date appointed for the meeting there is left at the Office a written notice, signed by a Member duly qualified to attend and vote at such meeting, of his intention to propose such person for appointment, and also a written notice signed by that person of his willingness to be appointed.

24.3 *Casual vacancies and additional Directors - powers of Company:*

Subject to Articles 24.1 and 24.2, the Company may from time to time by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a casual vacancy or as an additional director.

24.4 *Casual vacancies and additional Directors - powers of Directors:*

The Directors shall have power at any time, and from time to time, to appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number, if any, fixed by or pursuant to these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting. if not reappointed at such meeting, he shall vacate office at the conclusion of such meeting.

24.5 *Power of removal by ordinary resolution:*

The Company may by Ordinary Resolution, of which special notice has been given in accordance with the provisions of the Act, remove any Director before the expiration of

his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

24.6 Appointment of replacement Director:

Subject to Article 24.2, the Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Article. A person appointed in place of a Director so removed 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 last appointed or reappointed a Director.

25. **PROCEEDINGS OF DIRECTORS**

25.1 Board meetings and participation:

25.1.1 The Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they may choose, including, without limitation, all or any of the Directors or of the members of any committee of the Directors may participate in a meeting of the Directors or of that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting is then present, save for where a meeting at which one or more of the Directors attends by way of electronic communication, it is deemed to be held at such place as the Directors resolve at the said meeting. The word 'meeting' in these Articles shall be construed accordingly.

25.1.2 A Director in electronic communication with the Chairman and with all other parties to a meeting of the directors or of a committee of the Directors shall be regarded as personally attending such a meeting provided that but only for so long as at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by way of electronic communication.

25.2 Quorum:

The Directors may determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to a Director who is not within the United Kingdom. Any Director may waive notice of any meeting and any such waiver may be retrospective.

25.3 Notice of meetings:

Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the

Company for this purpose, whether or not out of the United Kingdom. In this Article, references to in writing include the use of electronic communications subject to such terms and conditions as the Directors may decide.

25.4 Directors below minimum:

The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose. If there are no Directors or Director able or willing to act, then any two Members (excluding any Member holding shares as treasury shares) may summon a General Meeting for the purpose of appointing Directors.

25.5 Appointment of Chairman:

The Directors may elect one of their number as a Chairman of their meetings, and one of their number to be the Deputy Chairman and may at any time remove either of them from such office; but if no such Chairman or Deputy Chairman be elected, or if at any meeting neither the Chairman nor the Deputy Chairman is present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number to be Chairman of such meeting.

25.6 Delegation of Directors' powers to committees:

The Directors may delegate any of their powers or discretions (including without limitation all powers and discretions whose exercise involves or may involve any payment to or the conferring of any other benefit on all or any of the Directors) to committees (with power to sub-delegate) consisting of one or more members of their body and (if they choose) one or more other persons co-opted in accordance with this Article, provided that a majority of the members of such committee shall be Directors. Insofar as any such power or discretion is delegated to a committee any reference in these Articles to the exercise by the Directors of such power or discretion shall be read and construed as if it were a reference to the exercise of such power or discretion by such committee. Any committee so formed shall in the exercise of the powers and discretions so delegated conform to any regulations that may from time to time be imposed by the Directors in default of which the meetings and proceedings of a committee consisting of more than one member shall be governed mutatis mutandis by the provisions of these Articles regulating the proceedings and meetings of the Directors. 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.

25.7 Validity of Directors' acts:

All acts done by any meeting of the Directors or of a committee of the Directors or by any person acting as a Director or as a member of the committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any of the persons acting as such, or that any of such persons were disqualified from holding office or not entitled to vote, or had in any way vacated office, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or member of the committee and was entitled to vote.

25.8 Written resolution of Directors:

A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors or by all the members of a committee for the time

being, shall be as valid and effective for all purposes as a resolution passed at a *meeting duly convened and held*, and may consist of two or more documents in like form each signed by one or more of the Directors or members of such committee, provided that such a resolution need not be signed by an alternate Director if it is signed by the Director who appointed him. In this Article references to in writing include the use of electronic communications subject to such terms or conditions as the Directors may decide.

26. **MANAGING AND EXECUTIVE DIRECTORS**

26.1 Appointment of Executive Directors:

Subject to the provisions of the Act the Directors, or any committee authorised by the Directors, may from time to time appoint one or more of their body to the office of Managing Director or to hold such other Executive Office in relation to the management of the business of the Company as they may decide, for such period and on such terms as they think fit, and, subject to the terms of any service contract entered into in any particular case and without prejudice to any claim for damages such Director may have for breach of any such service contract, may revoke such appointment without prejudice to any claim for damages such director may have for breach of any service contract between him and the Company, his appointment shall be automatically determined if he ceases for any reason to be a Director.

26.2 Remuneration of Executive Directors:

The salary or remuneration of any Managing Director or such Executive Director of the Company shall, subject as provided in any contract, be such as the Directors may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, and may include the making of provisions for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance and other benefits, or may be upon such other terms as the Directors determine.

26.3 Powers of Executive Directors:

The Directors may entrust to and confer upon a Managing Director or such executive Director any of the powers and discretions exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and discretions and may from time to time revoke, withdraw, alter or vary all or any such powers or discretions.

27. **SECRETARY**

Subject to the provisions of the Act the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit; and any Secretary may be removed by them.

28. **BORROWING POWERS**

28.1 Directors' powers:

Subject to the provisions of Article 28.2 the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital, or any part thereof, and, subject to the provisions of the Act to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

28.2 Restrictions on borrowing:

28.2.1 The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all moneys borrowed by the Group (which expression in this Article means the Company and its subsidiary undertakings for the time being) and for the time being owing to persons outside the Group shall not at any time, without the previous sanction of an Ordinary Resolution of the Company in General Meeting, exceed a sum equal to three times the aggregate of:

- (a) the amount paid up on the issued share capital of the Company (including any shares held as treasury shares); and
- (b) the total of the capital and revenue reserves of the Group (including any share premium account, capital redemption reserve and credit balance on the profit and loss account) in each case, whether or not such amounts are available for distribution;

all as shown in the latest audited consolidated balance sheet of the Group but after:

- (i) making such adjustments as may be appropriate in respect of any variation in such amount paid up on the issued share capital or share premium account or capital redemption reserve or merger reserve since the date of the latest audited consolidated balance sheet and so that for this purpose if any issue or proposed issue of shares for cash or otherwise has been underwritten or otherwise agreed to be subscribed (for cash or otherwise) then, at any time when the underwriting of such shares or other agreement as aforesaid shall be unconditional, such shares shall be deemed to have been issued and the amount (including any premium) payable (or which would be credited as payable) in respect thereof (not being moneys payable later than six months after the date of allotment) shall be deemed to have been paid up to the extent that the underwriters or other persons are liable;
- (ii) deducting (to the extent included):
 - (A) any amounts distributed or proposed to be distributed (but not provided in such latest audited consolidated balance sheet) other than distributions attributable to the Company or any subsidiary undertaking;
 - (B) any amounts attributable to goodwill (other than goodwill arising on consolidation) or other intangible assets;
- (iii) excluding:
 - (A) any sums set aside for taxation;
 - (B) any amounts attributable to outside shareholders in subsidiary undertakings of the Company;

- (iv) deducting any debit balance on the profit and loss account; and
- (v) making such adjustments (if any) as the Auditors may consider appropriate.

28.2.2 For the purpose of the limit set out in paragraph (a) above, "moneys borrowed" shall be deemed to include the following except in so far as otherwise taken into account (together in each case with any fixed or minimum premium payable on final redemption or repayment):

- (a) the principal amount for the time being owing (other than to a member of the Group) in respect of any loan capital, whether secured or unsecured, issued by a member of the Group in whole or in part for cash or otherwise;
- (b) the principal amount raised by any member of the Group by acceptances or under any acceptance credit opened on its behalf by any bank or accepting house other than acceptances relating to the purchase of goods in the ordinary course of trading and outstanding for not more than 90 days;
- (c) the nominal amount of any issued share capital, and the principal amount of any moneys borrowed or other indebtedness, the redemption or repayment of which is guaranteed or secured or is the subject of an indemnity given by any member of the Group and the beneficial interest in the redemption or repayment of which is not owned within the Group; and
- (d) the nominal amount of any issued share capital (not being equity share capital which as regards capital has rights no more favourable than those attached to its ordinary share capital) of any subsidiary undertaking of the Company owned otherwise than by other members of the Group,

but "moneys borrowed" shall not include and shall be deemed not to include:

- (i) amounts borrowed for the purpose of repaying the whole or any part (with or without premium) of any moneys borrowed by any member of the Group then outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period; and
- (ii) the proportion of the excess outside borrowing of a partly owned subsidiary undertaking which corresponds to the proportion of its equity share capital which is not directly or indirectly attributable to the Company and so that, for this purpose, the expression "excess outside borrowing" shall mean so much of the moneys borrowed by such partly owned subsidiary undertaking otherwise than from members of the Group as exceeds the moneys borrowed (if any) from and owing to it by other members of the Group.

When the aggregate amount of moneys borrowed required to be taken into account for the purposes of this Article on any particular day is being ascertained, any of such moneys denominated or

repayable (or repayable at the option of any person other than the Company or any subsidiary undertaking) in a currency other than sterling shall be translated, for the purpose of calculating the sterling equivalent, at the rate(s) of exchange prevailing on that day in London, or on the last business day six months before such day if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange prevailing shall be taken as the spot rate in London quoted at or about 11.00 a.m. on the day in question by a London clearing bank, approved by the Directors, as being the rate for the purchase by the Company of the currency and amount in question for sterling).

- 28.2.3 A certificate or report by the Auditors as to the amount of the limit in paragraph (a) of this Article or the aggregate amount of moneys borrowed falling to be taken into account under paragraph (b) of this Article or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times or during any period shall be conclusive evidence of such amount or fact for the purposes of this Article.
- 28.2.4 No lender or other person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or inquire whether the said limit is observed, and no debt incurred or security given in excess of such limit 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 said limit has been or would thereby be exceeded.
- 28.2.5 In this Article 28.2 "subsidiary undertaking" means a subsidiary undertaking of the Company which is required by the Act to be included in consolidated group accounts.

29. THE SEAL

29.1 Use of Seal:

The Directors shall provide for the safe custody of the Seal and any official seal kept under Section 40 of the Act, and neither shall be used without the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. 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 signature. An instrument to which an official seal is applied need not, unless the board otherwise decides or the law otherwise requires, be signed by any person.

29.2 Execution having effect of Seal:

Where the Act so permits, any instrument signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to be a deed without the authority of the Directors or of a committee authorised by the Directors in that behalf.

30. RESERVE

30.1 Establishment of reserve:

The Directors may from time to time set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors think fit. 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 as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

31. DIVIDENDS

31.1 Declarations of dividends by Company:

The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

31.2 Payment of interim and fixed dividends by Directors:

Subject to the provisions of the Act, the Directors:

- 31.2.1 may from time to time pay such interim dividends as appear to the Directors to be justified by the financial position of the Company;
- 31.2.2 may also pay the fixed dividends payable on any shares of the Company *half-yearly or otherwise on fixed dates whenever the financial position of the Company, in the opinion of the Directors, justifies its payment.*

If the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.

31.3 Restrictions of dividends:

No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Act.

31.4 Calculation of dividends:

- 31.4.1 Subject to the rights of persons, if any, entitled to shares with any priority, preference or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share. All dividends shall be apportioned and paid proportionately 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 if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly.
- 31.4.2 The Directors may agree with any Member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another and may agree the basis of conversion to be applied and how and when the amount to be paid in the *other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.*

31.5 Deductions of amounts due on shares and waiver:

31.5.1 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.

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

31.6 Dividends other than in cash:

Any General Meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend wholly 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 direction. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

31.7 Payment procedure:

31.7.1 All dividends and other distributions shall be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at such other date as the Company by Resolution or the Directors may determine.

31.7.2 The Company may pay any dividend or other moneys payable in cash in respect of shares by direct debit, bank or other funds transfer system, or in respect of uncertificated shares, by means of the facilities and requirements of a relevant system, or by cheque, dividend warrant or money order and may remit the same by post directed to the registered address of the holder or person entitled thereto (or, in the case of joint holders or of two or more persons entitled thereto, to the registered address of the person whose name stands first in the Register), or to such person and to such address as the holder or joint holders or person or persons may in writing direct, and the Company shall not be responsible for any loss or delay of any such cheque, warrant, order, or any such system, nor for any loss in the course of any such transfer or where it has acted on any such directions. Every such cheque, warrant or order shall be made payable to, or to the order of, the person to whom it is sent, or to, or to the order of, such person as the holder or joint holders or person or persons entitled may in writing direct, and shall be sent at his or their risk and the payment of such cheque, warrant or order shall be a good discharge to the Company. Any one of two or more joint holders of any share, or any one of two or more persons entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the share.

31.8 Uncashed dividends:

If in respect of a dividend or other moneys payable to a Member in respect of a share a cheque or other means of payment by way of a relevant system, dividend warrant or money order has been returned undelivered or remains uncashed, or a transfer made by a bank or other funds transfer systems is not accepted, in respect of at least two consecutive dividends payable on the share or in respect of one dividend, and reasonable enquiries have failed to establish a new address or account of the person entitled to the payment, the Company is not obliged to send or transfer the dividend or other amount payable in respect of that share to that person until he notifies the Company of an address or account to be used for that purpose.

31.9 No interest on dividends:

Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other moneys payable on or in respect of a share shall bear interest against the Company.

31.10 Forfeiture of dividends:

All dividends or other sums payable on or in respect of any share which remain unclaimed may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of 12 years or more after being declared or becoming due for payment shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.

32. **CAPITALISATION OF PROFITS AND SCRIP DIVIDENDS**

32.1 Power to capitalise:

Subject to the provisions of Article 32.3, the Directors may capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (including any share premium account and capital redemption reserve) or to the credit of the profit and loss account (in each case, whether or not such amounts are available for distribution), and appropriate the sum resolved to be capitalised either:

32.1.1 to the holders of Ordinary Shares or any class of holders (on the Register at the close of business on such date as may be specified in, or determined as provided in, the resolution of the General Meeting granting authority for such capitalisation) who would have been entitled thereto if distributed by way of dividend and in the same proportions; and the Directors shall apply such sum on their behalf either in or towards paying up any amounts, if any, for the time being unpaid on any shares held by such holders of Ordinary Shares or class of holders respectively or in paying up in full at par unissued shares or debentures of the Company to be allotted credited as fully paid up to such holders of Ordinary Shares in the proportions aforesaid, or partly in the one way and partly in the other, but so that, in paying up in full unissued shares the Company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlements will be calculated accordingly; or

32.1.2 to such holders of Ordinary Shares (excluding any Member holding shares as treasury shares) who may, in relation to any dividend or dividends, validly accept an offer or offers on such terms and conditions as the Directors may determine (and subject to such exclusions or other

arrangements as the Directors may consider necessary or expedient to deal with legal or practical problems in respect of overseas shareholders or in respect of shares represented by depositary receipts) to receive new Ordinary Shares, (either in certificated or uncertificated form as the Directors may determine, subject to the Regulations and/or rules of the relevant system) credited as fully paid up, in lieu of the whole or any part of any such dividend or dividends (any such offer being called a "Scrip Dividend Offer"); and the Directors shall apply such sum on their behalf in paying up in full at par unissued shares (in accordance with the terms, conditions and exclusions or other arrangements of the Scrip Dividend Offer) to be allotted credited as fully paid up to such holders respectively.

32.2 Scrip dividends:

- 32.2.1 The authority of the Company in General Meeting shall be required before the Directors implement any Scrip Dividend Offer (which authority may extend to one or more offers).
- 32.2.2 The authority of the Company in General Meeting shall be required for any capitalisation pursuant to Article 32.2(a) above.
- 32.2.3 A share premium account and a capital redemption reserve and any other amounts which are not available for distribution may only be applied in the paying up of unissued shares to be allotted to holders of Ordinary Shares of the Company credited as fully paid up.

32.3 Provision for fractions etc:

Whenever a capitalisation requires to be effected, the Directors may do all acts and things which they may consider necessary or expedient to give effect thereto, with full power to the Directors to make such provision as they think fit for the case of shares or debentures becoming distributable in fractions (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned) and also to authorise any person to enter on behalf of all Members concerned into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

33. **ACCOUNTS AND AUDIT**

33.1 Accounting records to be kept:

The Directors shall cause accounting records to be kept in accordance with the provisions of the Act.

33.2 Inspection of accounting records:

The accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

33.3 Power to extend inspection:

The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

33.4 Annual accounts:

The Directors shall from time to time, in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting copies of the Company's annual accounts, the Directors report and the Auditors' report on those accounts.

33.5 Delivery of annual accounts:

A copy of the Company's annual accounts, together with a copy of the Auditors' report and Directors' report, which is to be laid before the Company in General Meeting, shall not less than 21 days before the date of the meeting be sent to every Member (whether or not he is entitled to receive notices of General Meetings of the Company) and every holder of debentures of the Company (whether or not he is so entitled) and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Act or these Articles. Provided that this Article shall not require a copy of these documents to be sent to any Member or holder of debentures to whom a summary financial statement is sent in accordance with the Act and provided further that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures. The Company may send summary financial statements to Members instead of copies of its full accounts and reports and for the purposes of this Article sending includes using electronic communications and publication on a web-site in accordance with the Act.

33.6 Appointment of auditors:

Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

34. NOTICES

34.1 Notices in writing:

34.1.1 Any notice in writing given under these Articles may:

- (a) be delivered or sent by first class post (airmail if overseas):

in the case of a Member or his legal personal representative or trustee in bankruptcy:

to such Member's address as shown in the Register of Members or the address notified to the Company for that purpose;

in the case of a Director or alternate

to his last known address or the address last notified to the Company for that purpose; and

in the case of the Company;

to the Office,

or

- (b) where a fax number or an address for email or other form of electronic communication has been notified to or by the Company for that purpose, be sent by the relevant form of electronic communication to that address.

34.1.2 Any such notice shall be deemed to have been served and be effective:

- (a) if delivered, at the time of delivery; and
- (b) if posted or sent by fax, email or any other form of electronic communication on receipt or 48 hours after the time it was sent, whichever occurs first,

34.1.3 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding. Notice so given shall constitute notice to all the joint holders.

34.2 Members resident abroad:

A Member who has no registered address within the United Kingdom, and has not supplied an address within the United Kingdom as aforesaid, shall not be entitled to receive any notice from the Company, save for where a Member gives the Company an address for the purposes of electronic communications, that Member may, at the absolute discretion of the Directors, have notices sent to him at that address.

34.3 Service of notice on persons entitled by transmission:

A notice or other document may be given by the Company to the persons entitled to a share in consequence of the death, or bankruptcy of a Member or otherwise by operation of law by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice or other document in any manner in which the same might have been given if the death or bankruptcy or other event had not occurred. A person who is entitled by transmission of a share, upon supplying the Company with an address for the purposes of electronic communications for the services of notices may, at the absolute discretion of the Directors, have sent to him any notice or document at such address.

34.4 Notice of General Meetings:

Subject to such restrictions affecting the right to receive notice as are for the time being applicable to the holders of any class of shares, notice of every General Meeting shall be given in any manner authorised by these Articles to:

34.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them (save for address supplied for the purposes of electronic communications which is at the absolute discretion of the Directors); and

34.4.2 the Auditors.

No other person shall be entitled to receive notices of General Meetings.

35. DESTRUCTION OF DOCUMENTS

The Company shall be entitled to destroy:

- 35.1 any instrument of transfer or other document (or instruction for the transfer of shares) which has been registered, or on the basis of which registration was made, at any time after six years from the date of registration of the relevant shares;
- 35.2 any dividend mandate or any variation or cancellation of such mandate or any notification of change of address, at any time after the expiration of two years from the date of recording of such mandate or notification; and
- 35.3 any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation,

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid certificate duly and properly cancelled 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:

- 35.4 the provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to any claim (regardless of the parties to it);
- 35.5 nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled;
- 35.6 if the documents relate to uncertificated shares, the Company complies with any requirements of the Regulations which limits its ability to destroy such documents; and
- 35.7 references in this Article to the destruction of any document include references to its disposal in any manner.

36. **PROVISION FOR EMPLOYEES**

The power conferred upon the Company by Section 719 of the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary shall only be exercised by the Company with the prior sanction of a Special Resolution. If at any time the capital of the Company is divided into different classes of shares, the exercise of such power as aforesaid shall be deemed to be a variation of the rights attached to each class of shares in issue and shall accordingly require either (i) the prior consent in writing of the holders of three quarters of the issued shares or (ii) the prior sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares, of each class, in accordance with the provisions of Article 6.2 (Separate General Meetings).

37. **WINDING UP**

Save as provided otherwise in these Articles and subject to the rights attached to any shares issued on any special terms and conditions, on a return of assets or winding up or otherwise, the surplus assets of the Company, after discharge of its liabilities shall belong to and be distributed amongst the holders of shares in proportion to the number of such shares held by them respectively after deducting in respect of any share not fully paid up the amount remaining unpaid thereon (whether or not then payable). If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Act, divide amongst the Members (excluding any Member holding shares as treasury shares) in specie or kind the whole or any part of the assets of the

Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities or other assets whereon there is any liability.

38. INDEMNITY

38.1 Auditors' and Secretary's Indemnity:

Subject to the provisions of the Act but without prejudice to any indemnity to which the Auditor or Company Secretary may otherwise be entitled, the Auditors and Secretary of the Company shall be indemnified against all liability incurred by them as such in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty or breach of trust, in which judgment is given in their favour, or which they are acquitted or in which relief is granted to them by the Court, but not otherwise.

38.2 Directors' Indemnity:

38.2.1 The Company may fund by way of loan or otherwise a Director's expenditure in defending civil or criminal proceedings or in connection with any application under Section 143(3) or (4) and section 727 of the Act provided that the loan or other support must be repaid or otherwise discharged not later than:

- (a) the date the director's conviction becomes final;
- (b) the date judgment against the Director becomes final; or
- (c) if the court refuses to grant relief, on the date the refusal of such relief becomes final.

38.2.2 The Company also indemnifies the Directors against any third party proceedings and applications for relief from liability which are qualifying third party indemnity provisions under the Act and as such the indemnity does not cover:-

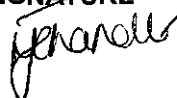
- (a) a liability to the Company or to any associated company;
- (b) payment of a criminal fine or a regulatory penalty;

any liability incurred in defending any criminal proceedings in which he is convicted; or in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or in an unsuccessful application for relief from liability under the provisions for relief in the Act.

Name, Address and Description of Subscriber	Number of Shares
for and on behalf of	
Croft Nominees Limited 100 Fetter Lane London EC4A 1BN	One
for and on behalf of	
Beach Secretaries Limited 100 Fetter Lane London EC4A 1BN	One
TOTAL SHARES TAKEN	Two

DATED this 5th day of March 2007

WITNESS TO THE ABOVE SIGNATURE



Name: Laura Chandler

Occupation: Solicitor

Address: 100 Fetter Lane
London
EC4A 1BN