

Company number 08140312

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LONDON CAPITAL & FINANCE PLC

(adopted by special resolution passed on 09/11/2015)

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CONTENTS

| | |
|---|-----------|
| PART 1 EXCLUSION OF OTHER REGULATIONS, INTERPRETATION AND LIMITATION OF LIABILITY | 1 |
| 1 Exclusion of other regulations | 1 |
| 2 Interpretation | 1 |
| 3 Liability of members | 4 |
| PART 2 DIRECTORS. | 5 |
| DIRECTORS' POWERS AND RESPONSIBILITIES. | 5 |
| 4 Directors' general authority | 5 |
| 5 Shareholders' reserve power | 5 |
| 6 Directors may delegate | 5 |
| 7 Committees | 5 |
| 8 Company name | 5 |
| DECISION-MAKING BY DIRECTORS | 6 |
| 9 Directors to take decisions collectively | 6 |
| 10 Calling a directors' meeting | 6 |
| 11 Participation in directors' meetings | 6 |
| 12 Quorum for directors' meetings | 6 |
| 13 Where total number of directors less than quorum | 7 |
| 14 Chairing of directors' meetings | 7 |
| 15 Voting at directors' meetings | 7 |
| 16 Chairman's casting vote at directors' meetings | 8 |
| 17 Transactions or arrangements with the company | 8 |
| 18 Directors' authorisation of director's conflict of interest | 9 |
| 19 Questions as to a director's rights to participate | 10 |
| 20 Proposing directors' written resolutions | 10 |
| 21 Adoption of directors' written resolutions | 10 |
| 22 Records of directors' decisions to be kept | 11 |
| 23 Directors' discretion to make further rules | 11 |
| APPOINTMENT OF DIRECTORS | 11 |
| 24 Number of directors | 11 |
| 25 Methods of appointing directors | 11 |
| 26 Termination of director's appointment | 11 |
| 27 Directors' remuneration | 12 |
| 28 Directors' expenses | 12 |
| ALTERNATE DIRECTORS..... | 13 |
| 29 Appointment and removal of alternates | 13 |
| 30 Rights and responsibilities of alternate directors | 13 |
| 31 Termination of alternate directorship | 14 |
| PART 3 DECISION-MAKING BY SHAREHOLDERS. | 14 |
| ORGANISATION OF GENERAL MEETINGS | 14 |

| | | |
|--|--|-----------|
| 32 | Shareholders can call general meeting if not enough directors | 14 |
| 33 | Attendance and speaking at general meetings | 14 |
| 34 | Quorum for general meetings | 15 |
| 35 | Chairing general meetings | 15 |
| 36 | Attendance and speaking by directors and non-shareholders | 15 |
| 37 | Adjournment | 16 |
| VOTING AT GENERAL MEETINGS | | 16 |
| 38 | Voting general | 16 |
| 39 | Errors and disputes | 17 |
| 40 | Demanding a poll | 17 |
| 41 | Procedure on a poll | 18 |
| 42 | Content of proxy notices | 18 |
| 43 | Delivery of proxy notices | 19 |
| 44 | Amendments to resolutions | 19 |
| RESTRICTIONS ON SHAREHOLDERS' RIGHTS | | 20 |
| 45 | No exercise of rights of shares on which money owed to company | 20 |
| 46 | Failure to disclose interests in shares | 20 |
| APPLICATION OF ARTICLES TO CLASS MEETINGS | | 22 |
| 47 | Class meetings | 22 |
| VARIATION OF RIGHTS | | 22 |
| 48 | Variation of rights | 22 |
| 49 | Rights deemed varied and not varied | 22 |
| PART 4 SHARES AND DISTRIBUTIONS SHARES | | 23 |
| 50 | Share capital | 23 |
| ISSUE OF SHARES | | 23 |
| 51 | Powers to issue different classes of share | 23 |
| 52 | Allotment and issue of shares and sale and transfer of treasury shares | 23 |
| 53 | Payment of commissions on subscription for shares | 24 |
| ALTERATION OF SHARE CAPITAL | | 24 |
| 54 | Sub-division or consolidation of shares | 24 |
| INTERESTS IN SHARES | | 24 |
| 55 | Company not bound by less than absolute interests | 24 |
| SHARE CERTIFICATES | | 24 |
| 56 | Certificates to be issued except in certain cases | 24 |
| 57 | Contents and execution of share certificates | 25 |
| 58 | Consolidated share certificates | 25 |
| 59 | Replacement share certificates | 26 |
| SHARES NOT HELD IN CERTIFICATED FORM | | 26 |
| 60 | Uncertificated shares | 26 |
| 61 | Share warrants | 27 |
| PARTLY PAID SHARES | | 28 |

| | | |
|--|--|-----------|
| 62 | Company's lien over shares | 28 |
| 63 | Enforcement of the company's lien | 28 |
| 64 | Call notices | 29 |
| 65 | Liability to pay calls | 30 |
| 66 | When call notice need not be issued | 30 |
| 67 | Failure to comply with call notice automatic consequences | 30 |
| 68 | Notice of intended forfeiture | 31 |
| 69 | Directors' power to forfeit shares | 31 |
| 70 | Effect of forfeiture | 31 |
| 71 | Procedure following forfeiture | 32 |
| 72 | Surrender of shares | 32 |
| TRANSFER AND TRANSMISSION OF SHARES ... | | 33 |
| 73 | Transfers of certificated shares | 33 |
| 74 | Transfer of uncertificated shares | 33 |
| 75 | Transmission of shares | 33 |
| 76 | Transmittees' rights | 33 |
| 77 | Exercise of transmittees' rights | 34 |
| 78 | Transmittees bound by prior notices | 34 |
| SUB-DIVISION OR CONSOLIDATION OF SHARES . | | 34 |
| 79 | Shares resulting from sub-division or consolidation | 34 |
| 80 | Procedure for disposing of fractions of shares | 34 |
| DISTRIBUTIONS..... | | 35 |
| 81 | Procedure for declaring dividends | 35 |
| 82 | Calculation of dividends | 35 |
| 83 | Payment of dividends and other distributions | 36 |
| 84 | Deductions from distributions in respect of sums owed to the company | 36 |
| 85 | No interest on distributions | 37 |
| 86 | Unclaimed distributions | 37 |
| 87 | Non-cash distributions | 37 |
| 88 | Waiver of distributions | 38 |
| CAPITALISATION OF PROFITS..... | | 38 |
| 89 | Authority to capitalise and appropriation of capitalised sums | 38 |
| PART 5 MISCELLANEOUS PROVISIONS .. | | 39 |
| COMMUNICATIONS. . | | 39 |
| 90 | Means of communication to be used | 39 |
| 91 | Deemed delivery of document or information sent or supplied by the company | 40 |
| 92 | Shareholders with non-uk addresses | 40 |
| 93 | Failure by shareholder to notify contact details | 41 |
| ADMINISTRATIVE ARRANGEMENTS.. | | 41 |
| 94 | Company seals | 41 |
| 95 | Record dates | 42 |

| | | |
|---|--|-----------|
| 96 | Untraced shareholders | 42 |
| 97 | Destruction of documents | 43 |
| 98 | No right to inspect accounts and other records | 44 |
| 99 | Provision for employees on cessation of business | 44 |
| WINDING UP | | 44 |
| 100 | Winding up | 44 |
| DIRECTORS' INDEMNITY AND INSURANCE | | 44 |
| 101 | Indemnity | 44 |
| 102 | Insurance | 44 |

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LONDON CAPITAL & FINANCE PLC

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PART 1

EXCLUSION OF OTHER REGULATIONS, INTERPRETATION AND LIMITATION OF LIABILITY

1 EXCLUSION OF OTHER REGULATIONS

No regulations for management of a company set out in any statute or subordinate legislation concerning companies shall apply to the Company and the following shall be the articles of association of the Company

2 INTERPRETATION

2.1 In these Articles, unless the context otherwise requires

“Act”

means the Companies Act 2006,

“address”

includes a number or address used for the purposes of sending or receiving documents or information by electronic means,

“Alternate” or “Alternate Director”

has the meaning given in Article 29,

“Appointor”

has the meaning given in Article 29,

“Articles”

means the Company's Articles of Association for the time being in force and **“Article”** is one of these Articles,

“Bankruptcy”

means individual insolvency proceedings in any jurisdiction,

“Business Day”

means a day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are generally open for business,

“Call”

has the meaning given in Article 64 1,

“Call Notice”

has the meaning given in Article 64 1,

“Capitalised Sum”

has the meaning given in Article 89 1,

“Certificate”

means a paper certificate (other than a Share warrant) evidencing a person's title to specified Shares or other securities,

“Certificated”

in relation to a Share, means that it is not an Uncertificated Share or a Share in respect of which a Share warrant has been issued and is current,

“Chairman”

has the meaning given in Article 14,

“Chairman of the meeting”

has the meaning given in Article 35 3,

“clear days”

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given or received and the day for which it is given or on which it is to take effect,

“Companies Acts”

means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company,

“Company”

means LONDON CAPITAL & FINANCE PLC, incorporated in England (company number 08140312),

“Company's Lien”

has the meaning given in Article 62 1,

“Director”

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

“Distribution Recipient”

has the meaning given in Article 83 5,

“Document”

includes a notice and, unless otherwise specified, any document or notice sent or supplied in electronic form,

“electronic form”

has the meaning given in section 1168 of the Act,

“Eligible Director”

means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter),

“executed” or “signed”

shall include reference to a Document being executed under seal or signed under hand or authenticated in any other manner that is approved by the Directors,

“fully paid”

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

“hard copy” “electronic form” and related expressions

have the meanings given in section 1168 of the Act,

“Holder”

in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares or, in the case of a Share in respect of which a Share warrant has been issued (and not cancelled), the person in possession of that warrant,

“including”

means including, without limitation, and **“include”** shall be construed accordingly,

“instrument”

means a document in hard copy form,

an “interest in shares”

has the meaning given in sections 820 to 825 of the Act,

“lien enforcement notice”

has the meaning given in Article 63,

“Ordinary Resolution”

has the meaning given in section 282 of the Act,

“paid”

means paid or credited as paid,

“participate”,

in relation to a Directors' meeting, has the meaning given in Article 11,

“partly paid”

in relation to a Share means that part of that Share's nominal value or any premium at which it was issued has not been paid to the Company,

“Persons Entitled”

has the meaning given in Article 89 1,

“Proxy Notice”

has the meaning given in Article 42 1,

“Proxy Notification Address”

has the meaning given in Article 43 1,

“Relevant Rules”

means

- (a) any applicable provision of the Act about the holding, evidencing of title to, or transfer of shares other than in Certificated form, and
- (b) any applicable legislation, rules or other arrangements made under or by virtue of such provision, including the Uncertificated Securities Regulations 2001 (SI 2001/3755),

“Relevant System”

any computer-based system and procedures, from time to time permitted by the Relevant Rules, which enable title to units of a security to be evidenced and transferred without a written instrument and which facilitate supplementary and incidental matters and shall include, the relevant system of which Euroclear UK & Ireland Limited is the operator,

“Securities Seal”

has the meaning given in Article 57 1(a),

“Share”

means a share in the capital of the Company,

"Shareholder"

means a Holder for the time being of any Shares, other than the Company holding Treasury Shares,

"Special Resolution"

has the meaning given in section 283 of the Act,

"subsidiary"

has the meaning given in section 1159 of the Act,

"Transmittee"

means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law,

"Treasury Shares"

means Shares held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act,

"Uncertificated"

in relation to a Share means that, by virtue of legislation (other than section 778 of the Act) permitting title to shares to be evidenced and transferred without a certificate, title to that Share is evidenced and may be transferred without a Certificate,

"United Kingdom"

Great Britain and Northern Ireland, and

"writing" or "written"

means the representation or reproduction of words, symbols or other information in a legible and non-transitory form by any method or combination of methods, whether in electronic form or otherwise

2.2 In these Articles, unless the context requires otherwise

- (a) bodies corporate are **"associated"** if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
- (b) a reference to a **"conflict of interest"** includes a conflict of interest and duty and a conflict of duties and in that context a reference to an interest includes a duty,
- (c) words importing the singular number shall include the plural and vice versa, words denoting any gender shall include a reference to each other gender and words denoting persons shall include bodies corporate or unincorporated,
- (d) subject to paragraph (e) a reference to any enactment or subordinate legislation (as defined by section 21(1) Interpretation Act 1978) shall include any modification or re-enactment of that provision for the time being in force,
- (e) other words or expressions shall bear the same meaning as in the Act or the Relevant Rules as in force on the date when these Articles become binding on the Company, and
- (f) the headings are used for convenience only and shall not affect the interpretation of these Articles

3 LIABILITY OF MEMBERS

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

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

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

5 SHAREHOLDERS' RESERVE POWER

5 1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action

5 2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution

6 DIRECTORS MAY DELEGATE

6 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit

6 2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated

6 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

7 COMMITTEES

7 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors

7 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

8 COMPANY NAME

The Company's name may be changed by the Directors

DECISION-MAKING BY DIRECTORS

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

Decisions of the Directors may be taken

- (a) at a Directors' meeting, or
- (b) by the adoption of a Directors' written resolution

10 CALLING A DIRECTORS' MEETING

- 10 1 Any Director may call a Directors' meeting
- 10 2 The Company secretary must call a Directors' meeting if a Director so requests
- 10 3 A Directors' meeting is called by giving notice of the meeting to the Directors
- 10 4 Notice of any Directors' meeting must indicate
 - (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 10 5 Notice of a Directors' meeting must be given to each Director, but need not be in writing
- 10 6 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before, on or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

11 PARTICIPATION IN DIRECTORS' MEETINGS

- 11 1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when
 - (a) the meeting has been called and takes place in accordance with the Articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 11 2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other as long as they can all hear and speak to each other
- 11 3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

12 QUORUM FOR DIRECTORS' MEETINGS

- 12 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, otherwise than in accordance with Article 13
- 12 2 Subject to Article 12 3 the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two Eligible Directors, and unless otherwise fixed it is two Eligible Directors
- 12 3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 18 1 to authorise a Director's conflict, if the number of Eligible Directors in office other than the conflicted Director(s) is less than the quorum for such meeting (or part of a meeting), that quorum shall be that number of Eligible Directors in office

13 WHERE TOTAL NUMBER OF DIRECTORS LESS THAN QUORUM

If the total number of Directors for the time being is less than the quorum for Directors' meetings, or the minimum number of Directors, the Directors must not take any decision other than a decision, made by the remaining Director, or all the remaining Directors participating to

- (a) appoint further Directors, or
- (b) call a general meeting so as to enable the Shareholders to appoint further Directors, sufficient to make up the quorum

14 CHAIRING OF DIRECTORS' MEETINGS

- 14 1 The Directors may appoint a Director to chair their meetings
- 14 2 The person so appointed for the time being is known as the "**Chairman**"
- 14 3 The Directors may appoint other Directors as deputy Chairmen to chair Directors' meetings in the Chairman's absence
- 14 4 The Directors may terminate the appointment of the Chairman or a deputy Chairman at any time
- 14 5 If neither the Chairman nor any Director appointed generally to chair Directors' meetings in the Chairman's absence is participating in a meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it

15 VOTING AT DIRECTORS' MEETINGS

- 15 1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Eligible Directors
- 15 2 Subject to the Articles, each Eligible Director participating in a Directors' meeting has one vote
- 15 3 Subject to Article 15 4 a Director, who pursuant to the Act or Article 17 has declared to the other Directors the nature and extent of his interest, or in respect of whom a conflict matter is authorised in accordance with Article 18 1 or otherwise, shall be entitled to vote in respect of that matter or any matter arising from it, and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the committee of Directors at which the vote is taken
- 15 4 In relation to any conflict matter authorised in accordance with Article 18 1, the Director shall not have the right to vote on that matter if
 - (a) that right is removed by the terms and conditions of the authorisation, or
 - (b) the Director is, either by himself or by the other Directors, excluded from any meeting or discussion on that matter pursuant to Article 18 2(c)

16 CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

- 16 1 Subject to Article 16 2, if the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting has a casting vote
- 16 2 Article 16 1 shall not apply if the Chairman or other Director chairing the meeting is not an Eligible Director for the purposes of that meeting (or part of a meeting)

17 TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

- 17 1 Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director
 - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company or any of its associated companies is otherwise interested, and

- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any associated company of the Company or any other body corporate in which the Company is interested,

and

- (i) he shall not, by reason of his office, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit,
- (ii) he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate,
- (iii) he shall not be required to disclose to the Company, or use in performing his duties as a Director of the Company, any confidential information relating to such office, employment, transaction, arrangement or interest if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that office, employment, transaction, arrangement or interest, and
- (iv) he may absent himself from discussions, whether in meetings of the Directors or otherwise and exclude himself from information, which will or may relate to that office, employment, transaction, arrangement or interest

17 2 For the purposes of this Article 17

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his,
- (c) a Director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest, and
- (d) a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware)

18 DIRECTORS' AUTHORISATION OF DIRECTOR'S CONFLICT OF INTEREST

18 1 The Directors may (subject to any terms and conditions as they may think fit, and subject always to their right at any time to vary or terminate such authorisation) authorise, pursuant to section 175 of the Act, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties)

18 2 If a matter has been authorised by the Directors in accordance with Article 18 1, then, subject in any such case to any limits or conditions attached to such authorisation by the Directors

- (a) the authorisation shall extend to any other actual or potential conflict of interest or duty which may reasonably be expected to arise out of the matter so authorised,
- (b) the Director shall not be required to disclose to the Company, or to use or apply, in performing his duties as Director, any confidential information relating to such matter, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to that matter,
- (c) the Director may either attend or absent himself from
 - (i) meetings of the Directors, or of any committee of the Directors, at which anything relating to that matter will or may be discussed, or
 - (ii) any discussion on such matter, at a meeting or otherwise,
 and the Directors may exclude him from any such meeting or discussion,
- (d) the Director or the Directors may make arrangements for the Company either to send and make available to him, or not to send or make available to him, any Documents and information relating to that matter,
- (e) the Director shall be entitled to accept any benefit which he may derive from that matter, and he shall not be accountable to the Company for any benefit which he or a person connected with him may derive from any such matter, and
- (f) no transaction or arrangement in relation to such matter shall be liable to be avoided on the ground of the Director's interest, duty or benefit,

and the Director shall not be in breach of any of his general duties to the Company as a Director in relation to such matter, so long as he does not infringe these Articles and any terms and conditions of the authorisation in relation to such matter

- 18 3 Articles 18 1 and 18 2 are without prejudice to the operation of any other provision or procedure authorising the Director's conflict of interest

19 QUESTIONS AS TO A DIRECTOR'S RIGHTS TO PARTICIPATE

- 19 1 Subject to Article 19 2, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of that meeting whose ruling in relation to any Director other than the chairman is to be final and conclusive
- 19 2 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman of that meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

20 PROPOSING DIRECTORS' WRITTEN RESOLUTIONS

- 20 1 Any Director may propose a Directors' written resolution
- 20 2 The Company secretary must propose a Directors' written resolution if a Director so requests
- 20 3 A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors
- 20 4 Notice of a proposed Directors' written resolution must indicate
 - (a) the proposed resolution, and
 - (b) the time by which it is proposed that the Directors should adopt it

- 20 5 Notice of a proposed Directors' written resolution must be given in writing to each Director
- 20 6 Any decision which a person giving notice of a proposed Directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith

21 ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS

- 21 1 A proposed Directors' written resolution is adopted when all the Eligible Directors have signed one or more copies of it, or otherwise indicated in writing their agreement to it, provided that those Directors would have formed a quorum at a Directors' meeting
- 21 2 It is immaterial whether any Director signs the resolution, or otherwise indicates in writing his agreement to it, before or after the time by which the notice proposed that it should be adopted
- 21 3 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with the Articles

22 RECORDS OF DIRECTORS' DECISIONS TO BE KEPT

The Company secretary must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision, of every decision taken by the Directors whether at a meeting or by written resolution

23 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS

24 NUMBER OF DIRECTORS

Unless otherwise determined by Ordinary Resolution, the number of the Directors (other than Alternate Directors) shall be not less than two

25 METHODS OF APPOINTING DIRECTORS

Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director

- (a) by Ordinary Resolution, or
- (b) by a decision of the Directors,

as long as the appointment does not cause the number of Directors (excluding Alternate Directors who are not also Directors) to exceed any maximum fixed by or otherwise determined in accordance with these Articles

26 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,
- (b) a Bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,

- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months,
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms, or
- (f) the Directors decide that the Director should be removed from office and such removal has taken effect in accordance with its terms

27 DIRECTORS' REMUNERATION

- 27 1 Directors may provide any services to the Company that the Directors decide
- 27 2 There shall be paid to the Directors (other than Alternate Directors) such fees for their services in the office of Director as the Directors may determine, divided between the Directors as they agree, or, failing agreement, equally. The fees shall be deemed to accrue from day to day and shall be distinct from and additional to any remuneration or other benefits, which may be paid or provided to any Director pursuant to any other provision of these Articles
- 27 3 Directors are entitled to such remuneration as the Directors determine for any other service which they provide to the Company
- 27 4 Subject to the Articles, a Director's remuneration may
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director
- 27 5 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day
- 27 6 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

28 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the Directors (including Alternate Directors) properly incur in connection with their attendance at

- (a) meetings of Directors or committees of Directors, or
- (b) general meetings, or
- (c) separate meetings of the Holders of any class of Shares or of debentures of the Company, or
- (d) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

ALTERNATE DIRECTORS

29 APPOINTMENT AND REMOVAL OF ALTERNATES

- 29 1 Any Director (other than an Alternate Director) (the "**Appointor**") may appoint as his alternate ("**Alternate**" or "**Alternate Director**") any other Director or any other person approved by decision of the Directors, willing to act, to
- (a) exercise that Director's powers, and
 - (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor

29 2 Any appointment of an Alternate must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors

29 3 The notice of appointment must

- (a) identify the proposed Alternate,
- (b) contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Director giving the notice, and
- (c) specify when the appointment commences

30 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

30 1 An Alternate Director has the same rights, in relation to any decision of the Directors as his Appointor

30 2 Except as the Articles specify otherwise, Alternate Directors

- (a) are deemed for all purposes to be Directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors, and
- (d) are not deemed to be agents of or for their Appointors

30 3 An Alternate Director

- (a) may act as Alternate Director to more than one Director,
- (b) has the same rights as his Appointor to receive notice of and attend and vote at a meeting of the Directors or of a committee of the Directors,
- (c) has one vote for every Eligible Director for whom he acts as Alternate Director in addition to his own vote (if any) as an Eligible Director at such a meeting but he counts as only one for the purpose of determining whether a quorum is present, and
- (d) may participate in a unanimous decision of the Directors for each of his Appointors who is an Eligible Director in addition to his own participation (if any) as an Eligible Director

30 4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company

31 TERMINATION OF ALTERNATE DIRECTORSHIP

31 1 An Alternate Director's appointment as an Alternate terminates

- (a) when the Alternate's Appointor revokes the appointment in accordance with Article 31 2,
- (b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,
- (c) on the death of the Alternate's Appointor, or
- (d) when the Alternate's Appointor's appointment as a Director terminates

- 31 2 The revocation of the Alternate's appointment by his Appointor must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors
- 31 3 The notice of revocation must
- (a) identify the Alternate, and
 - (b) specify when the appointment terminates

PART 3 DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

32 SHAREHOLDERS CAN CALL GENERAL MEETING IF NOT ENOUGH DIRECTORS

If

- (a) the Company has fewer than two Directors, and
- (b) the Director (if any) is unable or unwilling to appoint sufficient Directors to make up a quorum or to call a general meeting to do so,

then two or more Shareholders may call a general meeting (or instruct the Company secretary to do so) for the purpose of appointing one or more Directors sufficient to make up the quorum

33 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 33 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 33 2 A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 33 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 33 4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other as long as they can all hear and speak to each other
- 33 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

34 QUORUM FOR GENERAL MEETINGS

- 34 1 No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 34 2 Two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation which is a

Shareholder (but not including for this purpose proxies or corporate representatives of the same Shareholder), shall be a quorum

35 CHAIRING GENERAL MEETINGS

- 35 1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so
- 35 2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
- (a) the Directors present, or
 - (b) (if no Directors are present), the meeting,
- must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting
- 35 3 The person chairing a meeting in accordance with this Article 35 is referred to as the "Chairman of the meeting"

36 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 36 1 Directors may attend and speak at general meetings, whether or not they are Shareholders
- 36 2 The Chairman of the meeting may permit other persons who are not
- (a) Shareholders of the Company, or
 - (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,
- to attend and speak at a particular general meeting

37 ADJOURNMENT

- 37 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it
- 37 2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if
- (a) the meeting consents to an adjournment, or
 - (b) it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 37 3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 37 4 When adjourning a general meeting, the Chairman of the meeting must
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 37 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain

- 37 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

38 VOTING: GENERAL

- 38 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

- 38 2 Subject to any rights or restrictions attached to any Shares

(a) on a show of hands

- (i) every Shareholder who is present in person has one vote,
- (ii) every proxy present who has been duly appointed by one or more Shareholders entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Shareholder entitled to vote on the resolution and is instructed by one or more of those Shareholders to vote for the resolution and by one or more others to vote against it, or is instructed by one or more of those Shareholders to vote in one way and is given discretion as to how to vote by one or more others (and wishes to use that discretion to vote in the other way) he has one vote for and one vote against the resolution, and
- (iii) every corporate representative present who has been duly authorised by a corporation has the same voting rights as the corporation would be entitled to,

(b) on a poll every Shareholder present in person or by duly appointed proxy or corporate representative has one vote for every Share of which he is the holder or in respect of which the appointment as proxy or corporate representative has been made

- 38 3 A Shareholder, proxy or corporate representative entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way

- 38 4 In the case of joint Holders of a Share, any one of such Holders may vote at any general meeting of the Company, either in person or by proxy, in respect of the Share, as if he were the sole Holder of the Share, but 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 Company's register of members in respect of the joint holding

39 ERRORS AND DISPUTES

- 39 1 The accidental failure to give any notice of a meeting or to send or supply any Document or information relating to any meeting to, or the non-receipt of any such Document or information by, any person entitled to receive such Document or information, shall not affect the validity of the meeting or of anything done at the meeting

- 39 2 No objection may be raised as to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid Any such objection must be referred to the Chairman of the meeting, whose decision is final

- 39 3 If any votes are counted which ought not to have been counted, or might have been rejected or if any votes are not counted which ought to have been counted, the error shall not vitiate

the result of the voting, unless it is pointed out at the same meeting or adjourned meeting at which the relevant vote is tendered, and it is in the opinion of the Chairman of the meeting of sufficient magnitude to vitiate the result of the voting

40 DEMANDING A POLL

40 1 A poll on a resolution may be demanded

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

40 2 A poll may be demanded at any general meeting by

- (a) the Chairman of the meeting,
- (b) the Directors,
- (c) five or more persons having the right to vote on the resolution, or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution

40 3 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the Chairman of the meeting consents to the withdrawal,

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

41 PROCEDURE ON A POLL

41 1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the Chairman of the meeting directs

41 2 The Chairman of the meeting may appoint scrutineers (who need not be Shareholders) and decide how and when the result of the poll is to be declared

41 3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded

41 4 A poll on

- (a) the election of the Chairman of the meeting, or
- (b) a question of adjournment,

must be taken immediately

41 5 Other polls must be taken within 30 days of their being demanded

41 6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded

41 7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded

41 8 In any other case, at least seven clear days' notice must be given specifying the time and place at which the poll is to be taken

42 CONTENT OF PROXY NOTICES

42 1 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which

- (a) states the name and address of the Shareholder appointing the proxy,
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
- (d) is delivered to the Company in accordance with the Articles any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the Proxy Notice at any time before the meeting

- 42 2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- 42 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 42 4 Unless a Proxy Notice indicates otherwise, it must be treated as
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

43 DELIVERY OF PROXY NOTICES

- 43 1 Any notice of a general meeting must specify the address or addresses ("**Proxy Notification Address**") at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form
- 43 2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person
- 43 3 Subject to Articles 43 4 and 43 5, a Proxy Notice must be delivered to a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates
- 43 4 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be delivered to a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll
- 43 5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered to a Proxy Notification Address before the poll is taken
- 43 6 An appointment under a Proxy Notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address
- 43 7 A notice revoking a proxy appointment only takes effect if it is delivered before
 - (a) the start of the meeting or adjourned meeting to which it relates, or
 - (b) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates

43 8 If a Proxy Notice is not signed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

43 9 In calculating any of the periods mentioned in this Article 43, no account shall be taken of any part of a day which is not a Business Day

44 AMENDMENTS TO RESOLUTIONS

44 1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution

44 2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if

- (a) the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

44 3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution

RESTRICTIONS ON SHAREHOLDERS' RIGHTS

45 NO EXERCISE OF RIGHTS OF SHARES ON WHICH MONEY OWED TO COMPANY

Unless the Directors otherwise determine, no Shareholder shall be entitled to receive any dividend or to be present and vote at a general meeting or to be reckoned in a quorum or to exercise any other right or privilege as a Shareholder, in respect of a Share held by him, unless and until he shall have paid all calls for the time being due and payable by him in respect of that Share, whether alone or jointly with any other person, together with interest and expenses (if any) to the Company

46 FAILURE TO DISCLOSE INTERESTS IN SHARES

46 1 If any Shareholder, or any other person appearing to be interested in any Shares, has been duly served with a notice under section 793 of the Act (a "**Section 793 Notice**") and is in default at the end of the period specified in such notice in supplying to the Company the information required by it, then at any time after that the Directors may in their absolute discretion by notice (a "**Direction Notice**") to the Holder of the Shares (whether or not fully paid) in relation to which the default occurred ("**Default Shares**") direct

- (a) that in respect of the Default Shares and with effect from the later of the date of service of the Direction Notice and the date falling 14 days after service of the Section 793 Notice (such date being the "**Suspension Date**"), such Shareholder shall not be entitled to attend or vote either personally or by proxy at any meeting of the Company until the Direction Notice shall cease to have effect pursuant to Article 46 5, and

- (b) if the Default Shares represent, at the date of the Direction Notice, 0.25 per cent or more of the Shares of the relevant class of Shares in the Company (disregarding any Shares that are held by the Company as treasury shares), that
 - (i) any dividend (including Shares allotted in respect of a dividend) (or part of it) or other moneys which would otherwise be payable on such Shares on or at any time after the Suspension Date shall be retained by the Company until such time as the direction ceases to have effect (without any liability on the part of the Company to pay interest or compensation and without constituting the Company a trustee), and/or
 - (ii) no transfer, other than an Approved Transfer, of any of the Default Shares shall be registered on and from the Suspension Date until the Direction Notice shall cease to have effect
- 46.2 The Company shall send a copy of the Direction Notice to each other person appearing to be interested in the relevant Default Shares the address of whom has been notified to the Company, but the failure or omission by the Company to do so shall not invalidate such notice
- 46.3 Any new Shares in the Company issued in respect of any Shares subject to a Direction Notice (whether before or after such notice is served) shall also be subject to the Direction Notice, and the Directors may make any right to an allotment of the new Shares subject to restrictions corresponding to those which will apply to those Shares by reason of the Direction Notice when such Shares are issued. For this purpose, Shares which the Company procures to be offered or appropriated to Holders of Shares in proportion to their respective holdings (or in proportion ignoring fractional entitlements and/or Shares not offered to certain Shareholders by reason of legal, regulatory or practical problems or costs associated with offering shares outside the United Kingdom) shall be treated as Shares issued in respect of Default Shares
- 46.4 Any Shareholder on whom a Direction Notice has been served may make representations in writing to the Company concerning such Direction Notice. Neither the Company nor any of the Directors shall in any event be liable to any person as a result of the Directors, acting in good faith, having imposed sanctions under this Article 46 or failed to determine that sanctions shall cease to apply
- 46.5 Any Direction Notice shall have effect in relation to Default Shares in accordance with its terms but shall cease to have effect
 - (a) on the expiry of seven days after the Company has received in writing all information required by it in respect of those Default Shares pursuant to every Section 793 Notice served on the Holder of such Shares and each other person appearing to be interested in such Shares, or
 - (b) when the Company receives notice that an Approved Transfer to a third party has occurred, or
 - (c) if and to the extent that the Directors so determine
- 46.6 For the purposes of this Article 46
 - (a) a person shall be treated as appearing to be interested in any Shares if the Holder of such Shares has given to the Company a notification under Section 793 which names such person as being so interested or if the Company (after taking into account any such notification or any relevant information otherwise available to the Company) knows or has reasonable cause to believe that the person in question is, or may be, interested in the Shares, and so that any reference to persons interested in Shares

and to interests in Shares shall be construed as it is for the purposes of section 793 of the Act,

- (b) a transfer is an **"Approved Transfer"** if (but only if)
 - (i) it is a transfer of shares to an offeror by way of acceptance of or in pursuance of a takeover offer (as defined in section 974 of the Act) for the Company, or
 - (ii) the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the Shares to a person who, in the opinion of the Directors, is not connected with that owner or with any other person appearing to be interested in such Shares prior to such transfer (being a person which is not the Holder of any Shares in the Company in respect of which a Direction Notice is then in force or a person appearing to be interested in any such Shares) and the Directors do not have reasonable grounds to believe that the transferor or any other person appearing to be interested in such first-mentioned Shares will following such transfer have any interest in such Shares,
- (c) a reference to a person being in default in supplying to the Company the information required by a Section 793 Notice includes a reference to his having failed or refused to give all or any part of it and also includes a reference to his having given information which he knows to be false in a material respect or having recklessly given information which is false in a material respect

46 7 None of the provisions contained in this Article 46 shall in any way limit or restrict the rights of the Company under Part 22 of the Act or any order made by the court under Section 794 of the Act nor shall any sanction imposed by the Directors pursuant to this Article 46 cease to have effect, otherwise than as provided in this Article 46 unless the court so orders

46 8 The provisions of this Article 46 are without prejudice to Article 55

APPLICATION OF ARTICLES TO CLASS MEETINGS

47 CLASS MEETINGS

The provisions of the Act and these Articles relating to general meetings, and of the Act relating to separate general meetings of the Holders of a class of Shares, of the Company apply, with necessary modifications, to meetings of the Holders of any class of Shares

VARIATION OF RIGHTS

48 VARIATION OF RIGHTS

Whenever the capital of the Company is divided into different classes of Shares, the rights attached to any class of Shares may be varied, either whilst the Company is a going concern or during or in contemplation of a winding up in accordance with the Act, and in particular section 630 of the Act

49 RIGHTS DEEMED VARIED AND NOT VARIED

Unless otherwise expressly provided by the rights attached to any class of Shares, those rights

- (a) shall be deemed to be varied by
 - (i) the reduction of the capital paid up (as to nominal value) on those Shares, and

- (ii) the creation or issue of further Shares ranking in priority for payment of a dividend or in respect of capital or which otherwise carry more favourable rights than the first-mentioned Shares, and
- (b) shall be deemed not to be varied by
 - (i) the purchase by the Company of any of its own Shares, and
 - (ii) the creation or issue of further Shares having the same rights as, or ranking pari passu with, or subordinate to, or carrying less favourable rights than the first-mentioned Shares

PART 4

SHARES AND DISTRIBUTIONS

SHARES

50 SHARE CAPITAL

- 50 1 The share capital of the Company at the date of adoption of these Articles is divided into ordinary shares of £1 00 each
- 50 2 The Shares shall rank pari passu in all respects
- 50 3 The Company has no right to attend or vote at meetings of Shareholders in respect of any Treasury Shares

ISSUE OF SHARES

51 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 51 1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution
- 51 2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares
- 51 3 In the event that rights and restrictions attaching to Shares are determined by Ordinary Resolution or by the Directors pursuant to this Article 51, those rights and restrictions shall apply as if those rights and restrictions were set out in the Articles

52 ALLOTMENT AND ISSUE OF SHARES AND SALE AND TRANSFER OF TREASURY SHARES

Subject to these Articles, all unissued Shares, and all Treasury Shares, shall be at the disposal of the Directors who may allot, grant options over, sell, transfer or otherwise dispose of them to such persons on such terms and at such times as they think fit

53 PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES

- 53 1 The Company may pay any person a commission in consideration for that person
 - (a) subscribing, or agreeing to subscribe, for Shares, or
 - (b) procuring, or agreeing to procure, subscriptions for Shares
- 53 2 Any such commission may be paid
 - (a) in cash, or in fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and
 - (b) in respect of a conditional or an absolute subscription

ALTERATION OF SHARE CAPITAL

54 SUB-DIVISION OR CONSOLIDATION OF SHARES

- 54 1 An Ordinary Resolution authorising a sub-division, consolidation or division of Shares may determine that, as between the resulting Shares, any of them may have any preference, deference or advantage or be subject to any restriction as compared with the others
- 54 2 Whenever as a result of a sub-division, consolidation or division of Shares any difficulty arises, the Directors may settle it as they think fit, including as to fractions of a Share

INTERESTS IN SHARES

55 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

SHARE CERTIFICATES

56 CERTIFICATES TO BE ISSUED EXCEPT IN CERTAIN CASES

- 56 1 The Company must issue each Shareholder with one or more Certificates in respect of the Shares which that Shareholder holds
- 56 2 This Article 56 does not apply to
- (a) Uncertificated Shares,
 - (b) Shares in respect of which a Share warrant has been issued, or
 - (c) Shares in respect of which the Companies Acts permit the Company not to issue a Certificate
- 56 3 Except as otherwise specified in the Articles, all Certificates must be issued free of charge
- 56 4 No Certificate may be issued in respect of Shares of more than one class
- 56 5 If more than one person holds a Share, only one Certificate may be issued in respect of it

57 CONTENTS AND EXECUTION OF SHARE CERTIFICATES

- 57 1 Every Certificate must specify
- (a) in respect of how many Shares, and of what class, it is issued,
 - (b) the nominal value of those Shares,
 - (c) whether the Shares are fully paid, partly paid or nil paid,
 - (d) if the Shares are partly paid, the amount paid up, and if the shares are partly paid or nil paid, the amount remaining payable, as to nominal value and (if any) as to premium on them, and
 - (e) any distinguishing numbers assigned to them
- 57 2 Certificates must
- (a) have affixed to them, in accordance with Article 94, the Company's common seal or an official seal which is a facsimile of the Company's common seal with the addition on its face of the word "**Securities**" (a "**Securities Seal**"), or
 - (b) be otherwise executed in accordance with the Companies Acts

58 CONSOLIDATED SHARE CERTIFICATES

- 58 1 When a Shareholder's holding of Shares of a particular class increases, the Company may issue that Shareholder with
- (a) a single, consolidated Certificate in respect of all the Shares of a particular class which that Shareholder holds, or
 - (b) a separate Certificate in respect of only those Shares by which that Shareholder's holding has increased
- 58 2 When a Shareholder's holding of Shares of a particular class is reduced, the Company must ensure that the Shareholder is issued with one or more Certificates in respect of the number of Shares held by the Shareholder after that reduction. But the Company need not (in the absence of a request from the Shareholder) issue any new Certificate if
- (a) all the Shares which the Shareholder no longer holds as a result of the reduction, and
 - (b) none of the Shares which the Shareholder retains following the reduction,
- were, immediately before the reduction, represented by the same Certificate
- 58 3 A Shareholder may request the Company, in writing, to replace
- (a) the Shareholder's separate Certificates with a consolidated Certificate, or
 - (b) the Shareholder's consolidated Certificate with two or more separate Certificates representing such proportion of the Shares as the Shareholder may specify
- 58 4 When the Company complies with such a request it may charge such reasonable fee as the Directors may decide for doing so
- 58 5 A consolidated Certificate must not be issued unless any Certificates which it is to replace have first been returned to the Company for cancellation

59 REPLACEMENT SHARE CERTIFICATES

- 59 1 If a Certificate issued in respect of a Shareholder's Shares is
- (a) damaged or defaced, or
 - (b) said to be lost, stolen or destroyed,
- that Shareholder is entitled to be issued with a replacement Certificate in respect of the same Shares
- 59 2 A Shareholder exercising the right to be issued with such a replacement Certificate
- (a) may at the same time exercise the right to be issued with a single Certificate or separate Certificates,
 - (b) must return the Certificate which is to be replaced to the Company if it is damaged or defaced, and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the Directors decide

SHARES NOT HELD IN CERTIFICATED FORM

60 UNCERTIFICATED SHARES

- 60 1 In this Article 60, the "Relevant Rules" means
- (a) any applicable provision of the Companies Acts about the holding, evidencing of title to, or transfer of shares other than in certificated form, and

- (b) any applicable legislation, rules or other arrangements made under or by virtue of such provision
- 60 2 The provisions of this Article 60 have effect subject to the Relevant Rules
- 60 3 Any provision of the Articles which is inconsistent with the Relevant Rules must be disregarded, to the extent that it is inconsistent, whenever the Relevant Rules apply
- 60 4 Any Share or class of Shares of the Company may be issued or held on such terms, or in such a way, that
 - (a) title to it or them is not, or must not be, evidenced by a Certificate, or
 - (b) it or they may or must be transferred wholly or partly without a Certificate
- 60 5 The Directors have power to take such steps as they think fit in relation to
 - (a) the evidencing of and transfer of title to Uncertificated Shares (including in connection with the issue of such Shares),
 - (b) any records relating to the holding of Uncertificated Shares,
 - (c) the conversion of Certificated Shares into Uncertificated Shares, or
 - (d) the conversion of Uncertificated Shares into Certificated Shares
- 60 6 The Company may by notice to the Holder of a Share require that Share
 - (a) if it is Uncertificated, to be converted into Certificated form, and
 - (b) if it is Certificated, to be converted into Uncertificated form,
 to enable it to be dealt with in accordance with the Articles
- 60 7 If
 - (a) the Articles give the Directors power to take action, or require other persons to take action, in order to sell, transfer or otherwise dispose of Shares, and
 - (b) Uncertificated Shares are subject to that power, but the power is expressed in terms which assume the use of a Certificate or other written instrument,
 the Directors may take such action as is necessary or expedient to achieve the same results when exercising that power in relation to Uncertificated Shares
- 60 8 In particular, the Directors may take such action as they consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an Uncertificated Share or otherwise to enforce a lien in respect of it
- 60 9 Unless the Directors otherwise determine, Shares which a Shareholder holds in Uncertificated form must be treated as separate holdings from any Shares which that Shareholder holds in Certificated form
- 60 10 A class of Shares must not be treated as two classes simply because some Shares of that class are held in Certificated form and others are held in Uncertificated form

61 SHARE WARRANTS

- 61 1 The Directors may issue a Share warrant in respect of any fully paid Share
- 61 2 Share warrants must be
 - (a) issued in such form, and
 - (b) executed in such manner,
 as the Directors decide

- 61 3 A Share represented by a Share warrant may be transferred by delivery of the warrant representing it
- 61 4 The Directors may make provision for the payment of dividends in respect of any Share represented by a Share warrant
- 61 5 Subject to the Articles, the Directors may decide the conditions on which any Share warrant is issued. In particular, they may
- (a) decide the conditions on which new warrants are to be issued in place of warrants which are damaged or defaced, or said to have been lost, stolen or destroyed,
 - (b) decide the conditions on which bearers of warrants are entitled to attend and vote at general meetings,
 - (c) decide the conditions subject to which bearers of warrants may surrender their warrant so as to hold their Shares in Certificated or Uncertificated form instead, and
 - (d) vary the conditions of issue of any warrant from time to time,
- and the bearer of a warrant is subject to the conditions and procedures in force in relation to it, whether or not they were decided or specified before the warrant was issued
- 61 6 Subject to the conditions on which the warrants are issued from time to time, bearers of Share warrants have the same rights and privileges as they would if their names had been included in the register as Holders of the Shares represented by their warrants
- 61 7 The Company must not in any way be bound by or recognise any interest in a Share represented by a Share warrant other than the absolute right of the bearer of that warrant to that warrant

PARTLY PAID SHARES

62 COMPANY'S LIEN OVER SHARES

- 62 1 The Company has a lien (the "**Company's Lien**") over every Share which is partly paid for any part of
- (a) that Share's nominal value, and
 - (b) any premium at which it was issued,
- which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a Call Notice has been sent in respect of it
- 62 2 The Company's Lien over a Share
- (a) takes priority over any third party's interest in that Share, and
 - (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share
- 62 3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part

63 ENFORCEMENT OF THE COMPANY'S LIEN

- 63 1 Subject to the provisions of this Article 63 if
- (a) a lien enforcement notice has been given in respect of a Share, and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that Share in such manner and to such person as the Directors decide

63 2 A lien enforcement notice

- (a) may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the Share concerned,
- (c) must require payment of the sum payable within 14 clear days of the notice,
- (d) must be addressed either to the Holder of the Share or to any Transmittree of the Share or any other person otherwise entitled to it, and
- (e) must state the Company's intention to sell the Share if the notice is not complied with

63 3 Where any Share is sold under this Article 63

- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser, and
- (b) the transferee of the Share shall be registered as the Holder of the Share notwithstanding that he may not be able to produce the Share certificate, he is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading or relating to the sale

63 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
- (b) second, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Directors has been given to the Company for any lost certificate, and subject to a lien (equivalent to the Company's Lien over the Share before the sale) for any other monies payable in respect of the Shares after the date of the lien enforcement notice

63 5 A statutory declaration by a Director or the Company secretary that the declarant is a Director or the Company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share

64 CALL NOTICES

64 1 Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a "Call Notice") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "Call") which is payable in respect of Shares which that Shareholder holds at the date when the Directors decide to send the Call Notice

64 2 A Call Notice

- (a) may not require a Shareholder to pay a Call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium),

- (b) must state when and how any Call to which it relates it is to be paid, and
- (c) may permit or require the Call to be paid by instalments

64 3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call on less than 14 clear days' notice

64 4 Before the Company has received any Call due under a Call Notice the Directors may

- (a) revoke it wholly or in part, or
- (b) specify a later time for payment than is specified in the notice,

by a further notice in writing to the Shareholder in respect of whose Shares the Call is made

65 LIABILITY TO PAY CALLS

65 1 Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid

65 2 Joint Holders of a Share are jointly and severally liable to pay all Calls in respect of that Share

65 3 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the Holders of those Shares may require them

- (a) to pay Calls which are not the same, or
- (b) to pay Calls at different times

66 WHEN CALL NOTICE NEED NOT BE ISSUED

66 1 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium)

- (a) on allotment,
- (b) on the occurrence of a particular event, or
- (c) on a date fixed by or in accordance with the terms of issue

66 2 But if the due date for payment of such a sum has passed and it has not been paid, the Holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

67 FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

67 1 If a person is liable to pay a Call and fails to do so by the call payment date

- (a) the Directors may issue a notice of intended forfeiture to that person, and
- (b) until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate

67 2 For the purposes of this Article

- (a) the "**Call Payment Date**" is the time when the Call Notice states that a Call is payable, unless the Directors give a notice specifying a later date, in which case the "**Call Payment Date**" is that later date,
- (b) the "**Relevant Rate**" is

- (i) the rate fixed by the terms on which the Share in respect of which the Call is due was allotted,
- (ii) such other rate as was fixed in the Call Notice which required payment of the Call, or has otherwise been determined by the Directors, or
- (iii) if no rate is fixed in either of these ways, five per cent per annum

67 3 The Relevant Rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

67 4 The Directors may waive any obligation to pay interest on a Call wholly or in part

68 NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture

- (a) may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice,
- (b) must be sent to the Holder of that Share or to a person entitled to it by reason of the Holder's death, Bankruptcy or otherwise,
- (c) must require payment of the Call and any accrued interest by a date which is not less than 14 clear days after the date of the notice,
- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited

69 DIRECTORS' POWER TO FORFEIT SHARES

If a notice of intended forfeiture is not complied with before the date by which payment of the Call is required in the notice of intended forfeiture, the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture

70 EFFECT OF FORFEITURE

70 1 Subject to the Articles, the forfeiture of a Share extinguishes

- (a) all interests in that Share, and all claims and demands against the Company in respect of it, and
- (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company

70 2 Any Share which is forfeited in accordance with the Articles

- (a) is deemed to have been forfeited when the Directors decide that it is forfeited,
- (b) is deemed to be the property of the Company, and
- (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit

70 3 If a person's Shares have been forfeited

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
- (b) that person ceases to be a Shareholder in respect of those Shares,

- (c) that person must surrender the certificate for the Shares forfeited to the Company for cancellation,
- (d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
- (e) the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal

70 4 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Calls and interest due in respect of it and on such other terms as they think fit

71 PROCEDURE FOLLOWING FORFEITURE

71 1 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer

71 2 A statutory declaration by a Director or the Company secretary that the declarant is a Director or the Company secretary and that a Share has been forfeited on a specified date

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share

71 3 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share

71 4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which

- (a) was, or would have become, payable, and
- (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,
- (c) but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

72 SURRENDER OF SHARES

72 1 A Shareholder may surrender any Share

- (a) in respect of which the Directors may issue a notice of intended forfeiture,
- (b) which the Directors may forfeit, or
- (c) which has been forfeited

72 2 The Directors may accept the surrender of any such Share

72 3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share

72 4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

TRANSFER AND TRANSMISSION OF SHARES

73 TRANSFERS OF CERTIFICATED SHARES

- 73 1 Certificated Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of
- (a) the transferor, and
 - (b) (if any of the Shares is partly paid) the transferee
- 73 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share
- 73 3 The Company may retain any instrument of transfer which is registered
- 73 4 The transferor remains the Holder of a Certificated Share until the transferee's name is entered in the register of members as Holder of it
- 73 5 The Directors may refuse to register the transfer of a Certificated Share if
- (a) the Share is not fully paid,
 - (b) the transfer is not lodged at the Company's registered office or such other place as the Directors have appointed,
 - (c) the transfer is not accompanied by the Certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Directors) and such other evidence as the Directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf,
 - (d) the transfer is in respect of more than one class of Share, or
 - (e) the transfer is in favour of more than four transferees
- 73 6 If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

74 TRANSFER OF UNCERTIFICATED SHARES

A transfer of an Uncertificated Share must not be registered if it is in favour of more than four transferees

75 TRANSMISSION OF SHARES

- 75 1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share
- 75 2 Nothing in these Articles releases the estate of a deceased Shareholder from any liability in respect of a Share solely or jointly held by that Shareholder

76 TRANSMITTEES' RIGHTS

- 76 1 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require
- (a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person, and
 - (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had

76 2 But Transmittees do not have the right to attend or vote at a general meeting in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of those Shares

76 3 The Directors may at any time give notice in writing to a Transmitttee requiring him to choose, either to become the Holder of the Share or to have it transferred to another person, and if such notice is not complied with within sixty days the Directors may withhold payment of all dividends and other monies payable in respect of the Share until the requirements of such notice have been complied with

77 EXERCISE OF TRANSMITTEES' RIGHTS

77 1 Transmitttees who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish

77 2 If the Share is a Certificated Share and a Transmitttee wishes to have it transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it

77 3 If the Share is an Uncertificated Share and the Transmitttee wishes to have it transferred to another person, the Transmitttee must

- (a) procure that all appropriate instructions are given to effect the transfer, or
- (b) procure that the Uncertificated Share is changed into Certificated form and then execute an instrument of transfer in respect of it

77 4 Any transfer made or executed under this Article 77 is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred

78 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name, or the name of any other person nominated under Article 76 1, has been entered in the register of members

SUB-DIVISION OR CONSOLIDATION OF SHARES

79 SHARES RESULTING FROM SUB-DIVISION OR CONSOLIDATION

An Ordinary Resolution authorising a sub-division, consolidation or division of Shares may determine that, as between the resulting Shares, any of them may have any preference, deference or advantage or be subject to any restriction as compared with the others

80 PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

80 1 This Article 80 applies where

- (a) there has been a consolidation or division of Shares, and
- (b) as a result, Shareholders are entitled to fractions of Shares

80 2 The Directors may

- (a) sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable,
- (b) in the case of a Certificated Share, authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and

- (c) distribute the net proceeds of sale in due proportion among the Holders of the Shares
- 80 3 Where any Holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that Shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland
- 80 4 The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- 80 5 The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale

DISTRIBUTIONS

81 PROCEDURE FOR DECLARING DIVIDENDS

- 81 1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends
- 81 2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- 81 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- 81 4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it
- 81 5 If the Company's Share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 81 6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 81 7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

82 CALCULATION OF DIVIDENDS

- 82 1 Except as otherwise provided by the Articles or the rights attached to Shares, all dividends must be
 - (a) declared and paid according to the amounts paid up (as to nominal value) on the Shares on which the dividend is paid, and
 - (b) apportioned and paid proportionately to the amounts paid up (as to nominal value) on the Shares during any portion or portions of the period in respect of which the dividend is paid
- 82 2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly
- 82 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid on a Share in advance of the due date for payment of that amount

83 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

83 1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it may, subject to Article 83 2, be paid by one or more of the following means

- (a) transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,
- (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide,
- (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide,
- (d) by means of a Relevant System in respect of Shares in Uncertificated form in such manner as may be consistent with the facilities and requirements of the Relevant System or as the Directors may otherwise decide, or
- (e) by any electronic or other means as the Directors may decide, to an account, or in accordance with the details, specified by the Distribution Recipient either in writing or as the Directors may otherwise decide

83 2 In respect of the payment of any dividend or other sum which is a distribution, the Directors may decide, and notify Distribution Recipients, that

- (a) one or more of the means described in Article 83 1 will be used for payment and a Distribution Recipient may elect to receive the payment by one of the means so notified in the manner prescribed by the Directors,
- (b) one or more of such means will be used for the payment unless a Distribution Recipient elects otherwise in the manner prescribed by the Directors, or
- (c) one or more of such means will be used for the payment and that Distribution Recipients will not be able to elect otherwise

The Directors may for this purpose decide that different methods of payment may apply to different Distribution Recipients or groups of Distribution Recipients

83 3 Payment of any dividend or other sum which is a distribution is made at the risk of the Distribution Recipient. The Company is not responsible for a payment which is lost or delayed. Payment, in accordance with these Articles, of any cheque by the bank upon which it is drawn, or the transfer of funds by any means, or (in respect of Shares in Uncertificated form) the making of payment by means of a Relevant System, shall be a good discharge to the Company

83 4 In the event that

- (a) a Distribution Recipient does not specify an address, or does not specify an account of a type prescribed by the Directors, or other details necessary in order to make a payment of a dividend or other distribution by the means by which the Directors have decided in accordance with this Article that a payment is to be made, or by which the Distribution Recipient has elected to receive payment, and such address or details are necessary in order for the Company to make the relevant payment in accordance with such decision or election, or

- (b) if payment cannot be made by the company using the details provided by the distribution recipient, then the dividend or other distribution shall be treated as unclaimed for the purposes of these Articles

83 5 In the Articles, the **"Distribution Recipient"** means, in respect of a Share in respect of which a dividend or other sum is payable

- (a) the Holder of the Share, or
- (b) if the Share has two or more joint Holders, one of them, or
- (c) if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittee

83 6 Where a Distribution Recipient is one of two or more joint Holders, anything in this Article 83 to be agreed or specified by a Distribution Recipient, must be agreed or specified by all the joint Holders of the Share

84 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

84 1 If

- (a) a Share is subject to the Company's Lien, and
 - (b) the Directors are entitled to issue a lien enforcement notice in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a lien enforcement notice

84 2 Money so deducted must be used to pay any of the sums payable in respect of that Share

84 3 The Company must notify the Distribution Recipient in writing of

- (a) the fact and amount of any such deduction,
- (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction, and
- (c) how the money deducted has been applied

85 NO INTEREST ON DISTRIBUTIONS

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

- (a) the terms on which the Share was issued, or
- (b) the provisions of another agreement between the Holder of that Share and the Company

86 UNCLAIMED DISTRIBUTIONS

86 1 All dividends or other sums which are

- (a) payable in respect of Shares, and
- (b) unclaimed after having been declared or become payable,

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

86 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

- 86 3 If
- (a) 12 years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) the Distribution Recipient has not claimed it,
- the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

87 NON-CASH DISTRIBUTIONS

- 87 1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)
- 87 2 If the Shares in respect of which such a non-cash distribution is paid are Uncertificated, any Shares in the Company which are issued as a non-cash distribution in respect of them must be Uncertificated
- 87 3 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution
- (a) fixing the value of any assets,
 - (b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients, and
 - (c) vesting any assets in trustees

88 WAIVER OF DISTRIBUTIONS

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if

- (a) the Share has more than one Holder, or
- (b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share

CAPITALISATION OF PROFITS

89 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 89 1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
 - (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions,

except that where a Capitalised Sum is applied in paying up in full new Shares, the "**Persons Entitled**" are extended to include the Company in respect of any Treasury Shares, in accordance with Article 89 3

- 89 2 Capitalised sums must be applied
- (a) on behalf of the Persons Entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them
- 89 3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Persons Entitled or as they may direct, and for this purpose the Company is able to participate in the relevant allotment in relation to any Treasury Shares
- 89 4 A Capitalised Sum which was appropriated from profits available for distribution may be applied
- (a) in or towards paying up any amounts unpaid (whether as to nominal value or any premium) on existing Shares held by the Persons Entitled, or
 - (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct
- 89 5 Subject to the Articles, the Directors may
- (a) apply Capitalised Sums in accordance with Articles 89 3 and 89 4 partly in one way and partly in another,
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 89 (including the issuing of fractional certificates or the making of cash payments), and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 89

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

90 MEANS OF COMMUNICATION TO BE USED

- 90 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company
- 90 2 The Company may send or supply Documents or information to Shareholders by making them available on a website
- 90 3 Subject to the Articles, any Document or information to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with Documents or information for the time being
- 90 4 A Director may agree with the Company that Documents or information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours
- 90 5 Where a Share has joint Holders
- (a) in relation to Documents or information to be sent or supplied to the Holder of a Share, anything authorised or required to be sent or supplied to the Holder of the Share may be sent or supplied to any one of the joint Holders, and

- (b) as between the Company and the joint Holders of a Share, anything to be agreed between the Holder and the Company, or specified by the Holder to the Company, may be agreed or specified by any one of the joint Holders

91 DEEMED DELIVERY OF DOCUMENT OR INFORMATION SENT OR SUPPLIED BY THE COMPANY

91 1 Any Document or information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom post to an address in the United Kingdom, 24 hours after it was posted, unless, if sent by second class post, 48 hours after it was posted,
- (b) if property addressed and sent by prepaid airmail to an address outside the United Kingdom five Business Days after it was posted,
- (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (d) if properly addressed and sent or supplied by electronic means, one hour after the Document or information was sent or supplied, notwithstanding that the Company may be aware of the failure in delivery of such Document or information, and
- (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later), when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article 91, no account shall be taken of any part of a day that is not a Business Day

91 2 Proof that an envelope containing a Document or information was properly addressed, prepaid and posted shall be conclusive evidence that the Document or information was sent
Proof that a Document or information contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the Document or information was sent

92 SHAREHOLDERS WITH NON-UK ADDRESSES

92 1 A Shareholder, whose address in the Company's register of members is not within the United Kingdom shall not be entitled to be sent any Document or information from the Company, unless any of Articles 92 2, 92 3 or 92 4 applies

92 2 A Shareholder, whose address in the Company's register of members is not within the United Kingdom and who notifies the Company in writing of an address in the United Kingdom to which Documents or information may be sent or supplied either by post or by hand, shall be entitled to have Documents or information sent or supplied to him by post or by hand to that address

92 3 A Shareholder, whose address in the Company's register of members is not within the United Kingdom and who notifies the Company in writing of an address to which Documents or information may be sent or supplied to him by electronic means, may, at the absolute discretion of the Directors, have Documents or information sent or supplied to him by electronic means to that address

92 4 The Company may, at the absolute discretion of the Directors, communicate by means of a website with a Shareholder whose address in the Company's register of members is not within the United Kingdom if the Act and these Articles apply

93 FAILURE BY SHAREHOLDER TO NOTIFY CONTACT DETAILS

- 93 1 If
- (a) the Company sends two consecutive Documents or information to a Shareholder over a period of at least 12 months, and
 - (b) each of those Documents or information is returned undelivered, or the Company receives notification that it has not been delivered,
- that Shareholder ceases to be entitled to receive Documents or information from the Company
- 93 2 A Shareholder who has ceased to be entitled to receive Documents or information from the Company becomes entitled to receive such Documents or information again by sending the Company
- (a) a new address to be recorded in the register of members, or
 - (b) if the Shareholder has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs to use that means of communication effectively

ADMINISTRATIVE ARRANGEMENTS

94 COMPANY SEALS

- 94 1 Any common seal of the Company may only be used by the authority of the Directors
- 94 2 The Directors may decide by what means and in what form any common seal or Securities Seal is to be used
- 94 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed at least by
- (a) two Authorised Persons, or
 - (b) one Authorised Person in the presence of a witness who attests the signature
- 94 4 For the purposes of this Article 94, an “**Authorised Person**” is
- (a) any Director of the Company,
 - (b) the Company secretary, or
 - (c) any person authorised by the Directors for the purpose of signing Documents to which the common seal is affixed
- 94 5 If the company has a Securities Seal, it may only be affixed to securities by the Company secretary or a person authorised to apply it to securities by the Company secretary
- 94 6 For the purposes of the Articles, references to the Securities Seal being affixed to any Document include the reproduction of the image of that seal on or in a Document by any mechanical or electronic means which has been approved by the Directors in relation to that Document or Documents of a class to which it belongs
- 94 7 The Directors may decide, either generally or in any particular case, that any signatures on any Certificates need not be autographic but may be applied to the Certificates by some mechanical means or may be printed on them or that the Certificates need not be signed by any person

95 RECORD DATES

Notwithstanding any other provision of these Articles but without prejudice to the rights attached to any Shares, the Company or the Directors may by resolution fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made. The power to fix any such record date shall include the power to fix a time on the chosen date.

96 UNTRACED SHAREHOLDERS

96 1 The Company shall be entitled to sell any Shares in the Company on behalf of the Holder or Transmittree of the Shares at the best price reasonably obtainable at the time of sale if

- (a) the Shares have been in issue either in Certificated or Uncertificated form throughout the Qualifying Period and at least three cash dividends have become payable on the Shares during the Qualifying Period,
- (b) no cheque or warrant or other method of payment for amounts payable in respect of the Shares sent and payable in a manner authorised by these Articles has been cashed or effected during the Relevant Period,
- (c) so far as any Director at the end of the relevant period is then aware, the Company has not at any time during the Relevant Period received any communication from the Holder or Transmittree of the Shares, and
- (d) the Company has caused two advertisements to be published, one in a national newspaper circulating in the United Kingdom and the other in a newspaper circulating in the area in which the last known postal address of the Holder or Transmittree of the Shares, or the address to which, under these Articles, documents or information may be sent by hand or by post to such person, is located, giving notice of its intention to sell the Shares and a period of three months has elapsed from the date of publication of the advertisements or of the last of the two advertisements to be published if they are published on different dates

96 2 For the purpose of this Article 96

- (a) the "**Qualifying Period**" means the period of 12 years immediately preceding the date of publication of the advertisements referred to in Article 96 1(d) or of the first of the two advertisements to be published if they are published on different dates, and
- (b) the "**Relevant Period**" means the period beginning at the commencement of the Qualifying Period and ending on the date when all the requirements of Article 96 1 have been satisfied

96 3 To give effect to any such sale the Directors may authorise any person to execute as transferor an instrument of transfer of the Shares in question, and if appropriate first arrange for those Shares to be converted into Certificated form. Such instrument of transfer shall be as effective as if it had been executed by the Holder or Transmittree of the Shares in question. The title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating to the sale including absence of a Share Certificate.

96 4 The net proceeds of sale shall belong to the Company and, upon their receipt, the Company shall become indebted to the former Holder or Transmittree of the Shares for an amount equal to the net proceeds. No trust shall be created in respect of the debt and no interest shall be payable in respect of it and the Company shall not be required to account for any monies earned from the net proceeds which may be employed in the business of the Company or for investment, in either case as the Directors think fit.

- 96 5 If during the Qualifying Period or during any period ending on the date when all the requirements of Articles 96 1 to 96 4 have been satisfied any additional Shares have been issued in right of those held at the beginning of, or previously similarly issued during, those periods and all the requirements of Articles 96 1 to 96 4 have been satisfied in regard to such additional Shares, the Company shall also be entitled to sell the additional Shares

97 DESTRUCTION OF DOCUMENTS

- 97 1 The Company is entitled to destroy

- (a) all instruments of transfer of Shares which have been registered, and all other Documents on the basis of which any entries are made in the register of members, from six years after the date of registration,
- (b) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded,
- (c) all Share Certificates which have been cancelled from one year after the date of the cancellation,
- (d) all paid dividend warrants and cheques from one year after the date of actual payment, and
- (e) all Proxy Notices from one year after the end of the meeting to which the Proxy Notice relates

- 97 2 If the Company destroys a Document in good faith, in accordance with the Articles, and without notice of any claim to which that Document may be relevant, it is conclusively presumed in favour of the Company that

- (a) entries in the register purporting to have been made on the basis of an instrument of transfer or other Document so destroyed were duly and properly made,
- (b) any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered,
- (c) any Share Certificate so destroyed was a valid and effective Certificate duly and properly cancelled, and
- (d) any other Document so destroyed was a valid and effective Document in accordance with its recorded particulars in the books or records of the Company

- 97 3 This Article 97 does not impose on the Company any liability which it would not otherwise have if it destroys any Document before the time at which this Article permits it to do so

- 97 4 In this Article 97, references to the destruction of any Document include a reference to its being disposed of in any manner

98 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder

99 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

WINDING UP

100 WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act, divide among the Shareholders in specie, the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is a liability.

DIRECTORS' INDEMNITY AND INSURANCE

101 INDEMNITY

101 1 Subject to Article 101 2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled, each Relevant Officer may be indemnified out of the Company's assets (including by funding any expenditure incurred or to be incurred by him) against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in connection with

- (a) any negligence, default, breach of duty or breach of trust in relation to the company of which he is a Relevant Officer,
- (b) the Company's, or any of its associated companies', activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), and
- (c) the actual or purported execution and/or discharge of his duties

101 2 This Article 101 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

101 3 In this Article 101 a "**Relevant Officer**" means any director, alternate director, or other officer of the Company or of an associated company of the Company, but excluding any person engaged by that company as auditor

102 INSURANCE

102 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss

102 2 In this Article 102

- (a) a "**Relevant Loss**" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any associated company of the Company, or a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested, and
- (b) a "**Relevant Officer**" means any current or former director, alternate director or other officer of the Company or of an associated company of the Company (but excluding any person engaged by that company as auditor) or a current or former trustee of a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested