

# STAGECOACH GROUP PLC

Company number SC100764



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I, Michael Vaux, Deputy Company Secretary, Stagecoach Group plc, hereby certify that the following are true copies of the resolutions required to be filed with the Registrar of Companies, passed at the annual general meeting of Stagecoach Group plc held at Perth Concert Hall, Mill Street, Perth PH1 5HZ on Thursday, 19<sup>th</sup> August 2010 at 12 noon :

## ORDINARY RESOLUTIONS

12. To authorise, generally and unconditionally, the directors in accordance with section 551 of the 2006 Act to exercise all the powers of the company to allot shares in the Company and to grant rights to subscribe for, or convert any security into, shares in the Company ("Rights") :

(i) up to an aggregate nominal amount of £2,358,111; and

(ii) up to a further aggregate nominal amount of £2,358,111 provided (a) they are equity securities (within the meaning of section 560(1) of the 2006 Act) and (b) they are offered by way of a rights issue to holders of ordinary shares of 56/57<sup>th</sup> pence each (the "Ordinary Shares") on the register of members at such record date(s) as the directors may determine where the equity securities respectively attributable to the interest of the ordinary shareholders are proportionate (as nearly as may be practicable) to the respective numbers of Ordinary Shares held by them on any such record date(s), subject to such exclusions or other arrangements as the directors may deem necessary or expedient to deal with treasury shares, fractional entitlements or legal or practical problems arising under the laws of any overseas territory or the requirements of any regulatory body or stock exchange or by virtue of shares being represented by depositary receipts or other matter

provided that this authority shall expire on the date of the next annual general meeting of the Company, save that the Company shall be entitled to make offers or agreements before the expiry of such authority which would or might require shares to be allotted or Rights to be granted after such expiry and the directors shall be entitled to allot shares or grant Rights pursuant to any such offer or agreement as if this authority conferred hereby had not expired, and all unexercised authorities previously granted to the directors to allot shares and grant Rights be and are hereby revoked.

## SPECIAL RESOLUTIONS

13. To empower the directors pursuant to section 570 and 573 of the 2006 Act to allot equity securities (within the meaning of section 560 of the 2006 Act) for cash either pursuant to the authority conferred by resolution 12 above or by way of a sale of treasury shares as if section 561(1) of the 2006 Act did not apply to any such allotment provided that this power shall be limited to :

(i) the allotment of equity securities in connection with an offer of securities (but in the case of the authority granted under sub-paragraph (ii) of resolution 12 above by way of rights issue only) in favour of the holders of Ordinary Shares on the register of members at such record date(s) as the directors

may determine where the equity securities respectively attributable to the interests of the ordinary shareholders are proportionate (as nearly as may be practicable) to the respective numbers of Ordinary Shares held by them on any such record date(s) subject to such exclusions or other arrangements as the directors may deem necessary or expedient to deal with treasury shares, fractional entitlements or legal or practical problems arising under the laws of any overseas territory or the requirements of any regulatory body or stock exchange or by virtue of shares being represented by depositary receipts or any other matter; and

(ii) the allotment (otherwise than pursuant to sub-paragraph (i) of this resolution 13) to any person or persons of equity securities up to an aggregate nominal value of £353,716;

and shall expire upon the expiry of the general authority conferred by resolution 12 above, save that the company shall be entitled to make offers or agreements before the expiry of such power which would or might require equity securities to be allotted after such expiry and the directors shall be entitled to allot equity securities pursuant to any such offer or agreement as if the power conferred hereby had not expired.

14.

To authorise, generally and unconditionally, the company to make market purchases (within the meaning of section 693(4) of the 2006 Act) of Ordinary Shares on such terms and in such manner as the directors may from time to time determine provided that:

(i) the maximum number of Ordinary Shares which are authorised to be purchased shall be 72,006,618.

(ii) the minimum price (excluding expenses) which may be paid for any such shares is the nominal value of the Ordinary Shares purchased;

(iii) the maximum price (excluding expenses) which may be paid for any such shares is an amount equal to 105% of the average of the middle market quotations for an Ordinary Share in the Company as derived from the London Stock Exchange Daily Official List for the five business days immediately preceding the day on which such share is contracted to be purchased;

(iv) the authority hereby conferred shall expire at the end of the next annual general meeting of the company, unless previously revoked, varied or renewed by the company in general meeting; and

(v) the company may make a contract to purchase its Ordinary Shares under the authority hereby conferred prior to the expiry of such authority, which contract will or may be executed wholly or partly after the expiry of such authority, and may purchase its Ordinary Shares in pursuance of any such contract.

15. That a general meeting, other than an Annual General Meeting, may be called on not less than 14 clear days' notice.

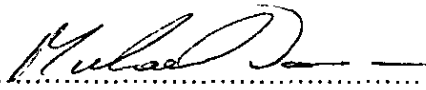
16. That :

(i) the Articles of Association be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 of

the 2006 Act, are to be treated as provisions of the Company's Articles of Association; and

(ii) the Articles of Association produced to the meeting and initialed by the Chairman of the meeting for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.

Signed: .....



Michael Vaux  
Deputy Company Secretary

Date: .....

19 / 8 / ..... 2010

**PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**STAGECOACH GROUP PLC**

**(as adopted by special resolution passed on 19 August 2010)**

**THE**

**ARTICLES OF ASSOCIATION**

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**PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**STAGECOACH GROUP PLC**

**(as adopted by special resolution passed on 19 August 2010)**

**PRELIMINARY**

**1. Non-application of statutory regulations**

None of any regulations or articles for the management of a company set out in any schedule to any statute, or in any statutory instrument or other subordinated legislation made under any statute, concerning companies shall apply as regulations or articles of the Company.

**2. Definitions**

In these Articles (if not inconsistent with the subject or context and unless otherwise provided) the words in the first column of the table below shall have the meanings set opposite them respectively in the second column:-

<i>Words</i>	<i>Meanings</i>
"the 2006 Act"	the Companies Act 2006 to the extent in force from time to time;
"the Acts"	the Companies Act 1985 to the extent in force from time to time and the 2006 Act;
"address"	a postal address or, as the case may require, an electronic address;
"Articles"	these Articles of Association as they may be altered from time to time by special resolution;
"associated company"	the meaning given to it in Section 256 of the 2006 Act;
"auditors"	the auditors for the time being of the Company;
"business day"	any day on which the London Stock Exchange is open for business;
"cash memorandum account"	an account so designated by the Operator of the relevant system

	concerned;
<b>"certificated"</b>	in relation to a share or other security, a share or other security which is recorded in the appropriate register as being held in certificated form;
<b>"clear days"</b>	in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>"Company"</b>	Stagecoach Group PLC or such other name by which the Company may for the time being be registered in accordance with the Statutes;
<b>"Directors"</b>	the directors from time to time of the Company or (as the context may require) those of such directors present at a duly convened meeting of the directors of the Company at which a quorum is present;
<b>"electronic address"</b>	any number or address used for the purposes of sending or receiving notices, documents or information by electronic means;
<b>"electronic form"</b>	the meaning given to it in the 2006 Act;
<b>"electronic means"</b>	the meaning given to it in the 2006 Act;
<b>"employees' share scheme"</b>	employees' share scheme as defined in section 1166 of the 2006 Act;
<b>"execution"</b>	includes any valid mode of execution (and "executed" shall be construed accordingly);
<b>"holder" or "member"</b>	in relation to shares, the person whose name is entered in the register of members as the holder of such shares;
<b>"in writing"</b>	includes references to typewriting, printing, lithography, photography and any other modes of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or made available on a website or otherwise;
<b>"London Stock Exchange"</b>	means London Stock Exchange plc;
<b>"month"</b>	calendar month;
<b>"office"</b>	the registered office for the time being of the Company;
<b>"Operator"</b>	Operator as defined in regulation 3(1) of the Uncertificated Securities Regulations;
<b>"Operator – instruction"</b>	Operator – instruction as defined in regulation 3(1) of the

	Uncertificated Securities Regulations;
<b>"Ordinary Shares"</b>	means ordinary shares in the capital of the Company;
<b>"paid"</b>	paid up or credited as paid up;
<b>"parent undertaking"</b>	parent undertaking as defined in section 1162 of the 2006 Act;
<b>"recognised clearing house"</b>	recognised clearing house as defined in section 285 of the Financial Services and Markets Act 2000;
<b>"recognised investment exchange"</b>	recognised investment exchange as defined in section 285 of the Financial Services and Markets Act 2000;
<b>"register of members"</b>	the register of members to be kept in accordance with section 113 of the 2006 Act;
<b>"relevant system"</b>	a relevant system as defined in regulation 3(1) of the Uncertificated Securities Regulations;
<b>"seal"</b>	the common seal of the Company;
<b>"securities seal"</b>	an official seal kept by the Company by virtue of section 50 of the 2006 Act;
<b>"Statutes"</b>	the Companies Act 1985, the Companies Act 1989, the 2006 Act and every other Act (including any orders, regulations or other subordinate legislation made under any such Act) for the time being in force concerning companies and affecting the Company;
<b>"subsidiary"</b>	subsidiary as defined in section 1159 of the 2006 Act;
<b>"subsidiary undertaking"</b>	subsidiary undertaking as defined in section 1162 of the 2006 Act and, for the avoidance of doubt, shall be deemed to include a subsidiary;
<b>"transfer office"</b>	the place where the register of members is situate for the time being;
<b>"transmission event"</b>	death, bankruptcy or any other event giving rise to the transmission of a person's entitlement to a share by operation of law;
<b>"UK Listing Authority"</b>	the UK Listing Authority, a division of the Financial Services Authority acting in its capacity as the competent authority for the purposes of the Financial Services and Markets Act 2000;
<b>"uncertificated"</b>	in relation to a share or other security, a share or other security the title to which is recorded in the appropriate register as being held in uncertificated form and title to which, by virtue of the Uncertificated Securities Regulations, may be transferred by means of a relevant

system;

**"Uncertificated Securities Regulations"** the Uncertificated Securities Regulations 2001 (SI 2001/3755);

**"undertaking"** undertaking as defined in section 1161 of the 2006 Act;

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

**"year"** calendar year.

### 3. Interpretation

3.1 In these Articles (if not inconsistent with the subject or context and unless otherwise provided):-

the expression the "Company's bankers" means the Company's bankers or, if the Company engages more than one bank, the Company's principal bankers as may be selected by the Directors;

the expressions "debenture" and "debenture holder" shall include "debenture stock" and "debenture stockholder" respectively;

the expression holder or member "present in person" shall be deemed to include the presence of an authorised representative of a corporate member and cognate expressions shall be construed accordingly;

the expression "Secretary" shall (subject to the provisions of the Statutes) include any deputy secretary, assistant secretary and any other person appointed by the Directors to perform any of the duties of the company secretary of the Company and where two or more persons are appointed to act as joint secretaries shall include any one of those persons;

any reference to days of notice in relation to a meeting shall be construed as meaning clear days;

any reference to a meeting shall not be taken as requiring more than one person to be present in person if any quorum requirement can be satisfied by one person;

words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and neuter genders;

any reference to a person shall be construed as including a reference to an undertaking;

references to any statute or statutory provision shall (if not inconsistent with the subject or context) include any statutory modification or re-enactment thereof for the time being in force;

where any of the provisions of these Articles are stated to apply to an Article referred to by its principal number only, those provisions shall apply (where relevant) to all and any Articles designated by that number and a further number;

save as aforesaid any words or expressions defined in the Acts shall (if not inconsistent with the subject or context) bear the same meaning in these Articles;

where for any purpose an ordinary resolution of the Company is expressed to be required under the provisions of these Articles, a special resolution shall also be effective; and

the table of contents and the headings and sub-headings to Articles are inserted for convenience only and do not affect the construction of these Articles.

3.2 All references in these Articles to the giving of instructions by means of a relevant system shall be deemed to relate to a properly authenticated dematerialised instruction given in accordance with the Uncertificated Securities Regulations. The giving of such instructions shall be subject to:-

- (i) the facilities and requirements of the relevant system;
- (ii) the extent permitted by the Uncertificated Securities Regulations; and
- (iii) the extent permitted by or practical under the rules and practices from time to time of the Operator of the relevant system.

Words and expressions used in the Uncertificated Securities Regulations shall have the same respective meanings when used in these Articles.

#### **LIMITED LIABILITY**



4. **Limited Liability**

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

**REGISTERED OFFICE**

5. **Registered office**

The office shall be at such place in Scotland as the Directors shall from time to time appoint.

**BUSINESS**

6. **Business activities and objects**

Nothing in these articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the 2006 Act, the Company's objects are unrestricted. Any activity or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance, whether such activity or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with the same.

**CAPITAL**

7. **Rights attaching to the Company's share capital**

7.1 **Redeemable shares and shares with special rights**

- (i) Shares in the Company may be issued on the terms that they are, or are to be liable, to be redeemed at the option of the Company or the holder thereof, and the Directors may determine the terms, conditions and manner of redemption of any such share. In the event that rights and restrictions attaching to shares are determined by the Directors pursuant to this Article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the 2006 Act in

the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the Articles.

- (ii) Without prejudice to any rights attached to any existing shares in the Company and subject to sub-paragraph (i) above, any shares in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether relating to dividend, return of capital, voting, conversion or otherwise, as the Company may by ordinary resolution determine (or, in the absence of any such determination, as the Directors may determine). Where the capital of the Company includes shares with different voting rights, the designation of each class of shares other than those with the most favourable voting rights shall include the words "restricted voting" or "limited voting" and where the capital of the Company includes shares which do not carry voting rights the designation of such shares shall include the word "non-voting". In the event that rights and restrictions attaching to shares are determined by ordinary resolution pursuant to this article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the 2006 Act in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the Articles.

## 7.2 **Rights attaching to the B Shares**

The rights and restrictions attaching to the B Shares in the capital of the Company shall be as set out below:

### 7.2.1 **Definitions for and interpretation of Article 7.2**

For the purposes of this Article 7.2:

**"B Shares"** means the B Shares of 63 pence each in the capital of the Company;

**"B Shareholders"** means the holders for the time being of the B Shares;

**"business day"** means a day upon which sterling deposits may be dealt in on the London inter-bank market and commercial banks in London are generally open for business;

**"Calculation Period"** means the period commencing on the day following the issue of the B Shares and ending on 30 November 2007 and each subsequent six month period ending on a Payment Date (or, without prejudice to the words in the second set of brackets in Article 7.2.2(ii), in any case where the period commencing on the day following a Payment Date and ending on the next Payment Date is more or less than six months by reason of any Payment Date not being 31 May or 30 November, that period);

**"LIBOR"** means the rate for six month deposits in pounds sterling which appears on the display designated as page 3750 on the Telerate Monitor (or such other page or service as may replace it for the purpose of displaying London inter-bank offered rates of leading banks for sterling deposits) as determined by Credit Suisse Securities (Europe) Limited or such other agent as the Company may appoint from time to time (the **"Reference Agent"**) at or about 11.00 am (London time) on the first business day of a Calculation Period, provided that if for any reason the rate does not appear, or if the relevant page is unavailable, the Company (or the Reference Agent) may request each of the banks whose offered rates would have been used for the purposes of the relevant page if the event leading to the application of this proviso had not happened, to provide to the Company (or the Reference Agent) through its normal London office its offered quotation to leading banks for sterling deposits in London for a six month period, and in that event the rate shall be the arithmetic mean (rounded upward if necessary to the nearest decimal place) of the respective rates notified to the Company (or the Reference Agent) of such quotations (or such of them, being at least two, as are provided), as determined by the Reference Agent;

**"non-cumulative"** in relation to a dividend payable on a Payment Date, means that the dividend is payable out of the profits of the Company available for distribution in respect of the accounting reference period in which the Payment Date falls (including any distributable reserves representing realised profits made in previous accounting reference periods) without any right in the case of a deficiency to resort to profits made in subsequent accounting reference periods;

**"Payment Date"** means 30 November 2007 and thereafter 31 May and 30 November in each year (or, if any such date would otherwise fall on a day which is not a business day, the next following business day);

and if at any time the euro replaces sterling as the lawful currency of the United Kingdom, references to sterling in the above definitions of "business day" and "LIBOR" shall thereafter have effect as references to the euro, references in this Article to a penny shall thereafter have effect as references to a cent and references in this Article to pence shall be construed accordingly.

#### 7.2.2 **Income**

In priority to any payment of dividend or other distribution in respect of Ordinary Shares in issue from time to time, and before any profits are carried to reserves, the B Shareholders shall be entitled to be paid out of the profits of the Company available for distribution in respect of each financial year or other accounting period of the Company, a non-cumulative preferential dividend per B Share (the "preferential dividend") which shall:

- (i) be at such rate on the nominal amount paid up on a B Share as is calculated in accordance with Article 7.2.3 (exclusive of any associated tax credit relating thereto or withholding tax deductible therefrom);
- (ii) be payable (without having to be declared) twice yearly in arrears on the Payment Dates in respect of Calculation Periods, with the first such Payment Date being 30 November 2007 (but if any such date falls on a date which is not a business day payment shall be made on the business day next following without any interest or payment in respect of the delay);
- (iii) be payable in respect of the whole, but not part only, of the Calculation Period concerned and shall not become payable until the relevant Payment Date; and
- (iv) be rounded down to the nearest whole penny.

7.2.3 The rate applicable to a Calculation Period shall be 70 per cent. of LIBOR for the Calculation Period.

7.2.5 Any preferential dividend paid on a B Share which is unclaimed for a period of 12 years from its date of due payment shall be forfeited and shall revert to the Company.

7.2.6 Except as set out in Article 7.2.2, the B Shareholders shall not be entitled to any right of participation in the profits of the Company.

### 7.2.7 **Capital**

On a return of capital on a winding-up (excluding any intra-group reorganisation on a solvent basis) each B Share shall confer on the holder thereof the right to payment, in priority to any payment of capital to the holders of the Ordinary Shares, of the sum of 63 pence together with a sum equal to the Relevant Proportion of the preferential dividend which would have been payable if the winding-up had taken effect on the last day of the then current Calculation Period.

For the purpose of this Article 7.2.7, the "**Relevant Proportion**" shall be the fraction calculated by dividing:

- (i) the number of days from the preceding Payment Date (or, if the date of winding-up is prior to 30 November 2007, the day following the date of issue of the B Shares) to and including the date of the winding-up; by
- (ii) the number of days from the preceding Payment Date (or, if the date of winding-up is prior to 30 November 2007, the day following the date of issue of the B Shares) to and including the next due Payment Date.

7.2.8 The aggregate entitlement of each B Shareholder on a winding-up in respect of his B Shares shall be rounded down to the nearest whole penny.

7.2.9 If on a winding-up the amount available for payment is insufficient to satisfy in full the amounts payable in respect of B Shares, B Shares shall rank *pari passu* with C Shares and the B Shareholders will share rateably in the distribution of assets (if any) in proportion to the full preferential amounts to which they are entitled.

7.2.10 Except as set out in Article 7.2.7, the B Shareholders shall not be entitled to any right of participation in the assets of the Company.

### 7.2.11 **Purchase**

Subject to the provisions of the Statutes but without the need to obtain the sanction of a special resolution of the B Shareholders, the Company may at any time and at its sole discretion purchase B

Shares (i) by tender available alike to all B Shareholders or (ii) by private treaty, in each case at a price and upon such other terms and conditions as the Directors may think fit.

#### 7.2.12 Redemption

Subject to the provisions of the Statutes and subject also to the following provisions of this Article 7.2.12, each B Share held by a B Shareholder shall be redeemed in such manner as the Directors may determine on the first to occur of:

- (i) the Redemption Election Date following receipt by the Company of a notice of election by that B Shareholder to redeem his B Shares; and
- (ii) the Payment Date specified (the "Redemption Call Date") in a notice given by the Company to the B Shareholders, such Redemption Call Date to be no earlier than 31 May 2012, save in the circumstances when the total number of B Shares remaining in issue becomes less than 20 per cent. of the total number of B Shares which have ever been issued and in such circumstances the Redemption Call Date may be any Payment Date on or after 31 May 2008. Provided always that the Redemption Call Date specified in such notice shall not be less than 10 days nor more than 42 days after the date of such notice.

In this Article 7.2.12 the "Redemption Election Date", in relation to any notice of election to redeem given by a B Shareholder, means in the case of an election to receive Alternative 2 (Immediate Capital Option) as defined in the circular to shareholders dated 23 March 2007 (the "Circular") 30 May 2007 (or in any other case such other date determined by the Directors prior to 30 June 2007); and in all other cases the Payment Date next following the date of receipt by the Company of that notice or, if that Payment Date is less than 15 days after the date of such receipt, the next Payment Date.

7.2.13 Payment on redemption shall be at par, being in the amount of 63 pence for each B Share redeemed.

7.2.14 All B Shares redeemed shall be cancelled and the Company shall not be entitled to re-issue them.

7.2.15 (i) Any notice of election to redeem given under Article 7.2.12(i) shall be in such form as may be prescribed from time to time by the Directors, or in such form as the Directors may otherwise

accept, and must, unless the Directors otherwise agree, be accompanied by the certificate or certificates for the B Shares to be redeemed (where such certificates have been issued by the Company) (or an indemnity reasonably satisfactory to the Company).

- (ii) Any notice given under Article 7.2.12(ii) above shall specify the place at which the certificates for B Shares (where such certificates have been issued by the Company) are to be delivered for redemption.
- (iii) On the Redemption Election Date (in the case of any notice given under Article 7.2.12(i)) or the Redemption Call Date (in the case of any notice given under Article 7.2.12(ii)) (each a "Redemption Date"), the Company shall, subject to delivery to it (at the office, in the case of any notice given under Article 7.2.12(i), or the place specified in any notice given under Article 7.2.12(ii), or any other place acceptable to the Company) of the certificate or certificates for the B Shares concerned (where such certificates have been issued by the Company) (or, in default, an indemnity reasonably satisfactory to the Company):

- (a) *redeem the B Shares to be redeemed on that date (being, in the case of any notice given under Article 7.2.12(i), all of the B Shares held by the B Shareholder specified in the notice and, in the case of any notice given under Article 7.2.12(ii), all of the B Shares then in issue); and*
- (b) pay to the holder or holders thereof the amount or amounts due in respect of such redemption (together with any amount or amounts outstanding in respect of the preferential dividend (if any) due in respect thereof).

7.2.16 As from the relevant Redemption Date the dividend payable on the B Shares to be redeemed on that date shall cease to accrue thereon and such B Shares shall be treated as having been redeemed, whether or not the certificate(s) therefor shall have been delivered (where such certificates have been issued by the Company) and the redemption monies paid, and such redemption monies, if remaining unpaid, shall constitute a debt of the Company subject to all the provisions of these Articles relating to monies payable on or in respect of a share.

7.2.17 If any holder of any of the B Shares to be redeemed shall fail or refuse to deliver up the certificate or certificates held by him in accordance with the provisions of this Article 7.2 or shall fail or refuse to

accept payment of the redemption monies payable in respect thereof, the redemption monies payable to such holder shall be set aside and paid into a separate interest-bearing account with the Company's bankers (designated for the benefit of such holder) and such setting aside shall be deemed for all purposes hereof to be a payment to such holder and all the said holder's rights as a holder of the relevant B Shares shall cease and determine as from the date fixed for the redemption of such B Shares and the Company shall thereby be discharged from all obligations in respect thereof. The Company shall not be responsible for the safe custody of the monies so placed on deposit or for interest thereon except such interest as the said monies may earn while on deposit less any expenses incurred by the Company in connection therewith.

7.2.18 The receipt of the registered holder for the time being of any B Shares, or in the case of joint registered holders, the receipt of any of them for the monies payable on redemption thereof shall constitute an absolute discharge to the Company in respect thereof.

7.2.19 **Voting and general meetings of the Company**

The B Shares shall carry no votes (except at a class meeting of the holders of B Shares) and B Shareholders shall not, by virtue of holding B Shares, have any right to receive notice of, attend, speak or vote at any general meeting of the Company.

7.2.20 **Class rights**

The Company may from time to time create, allot and issue further shares, whether ranking pari passu with, or in priority to, the B Shares and:

- (i) any and every such creation, allotment or issue of shares (whether or not ranking pari passu with or in priority to the B Shares); and
- (ii) any and every giving, variation, revocation or renewal of any authority for the allotment of any shares (whether or not ranking pari passu with or in priority to the B Shares) pursuant to the Acts; and
- (iii) the cancellation of the capital paid up on the B Shares on terms that, upon such cancellation, there is paid to the holder of each B share cancelled the sum of 63 pence; and



- (iv) any and every purchase or redemption of any shares or reduction of share capital or of share premium account or capital redemption or merger reserve by the Company (other than any redemption or repurchase of, or reduction of capital on, the B Shares otherwise than in accordance with the rights attaching thereto),

shall for all purposes be and be treated as being in accordance with the rights attaching to the B Shares and shall not involve a variation of such rights for any purpose.

**7.2.21 Form and transferability**

B Shares shall not be renounceable and shall be freely transferable by instrument of transfer in the usual form or in any other form approved by the Directors.

**7.2.22 Deletion of Article 7.2 when no B Shares in existence**

Article 7.2 shall remain in force until there are no longer any B Shares in existence whether by way of redemption or cancellation notwithstanding any provision in these Articles to the contrary. Thereafter Article 7.2 shall be and be deemed to be of no effect (save to the extent that the provisions of Article 7.2 are referred to in other Articles) and shall be deleted and replaced with the wording "Article 7.2 has been deleted", and the separate register for the holders of B Shares shall no longer be required to be maintained by the Company; but the validity of anything done and any actions taken under Article 7.2 before that date shall not otherwise be affected.

**7.3. Rights and restrictions attached to the Ordinary Shares**

7.3.1 Subject to Article 7.2.2, the holders of Ordinary Shares shall be entitled to be paid the profits of the Company available for distribution and determined to be distributed.

7.3.2 Subject to Article 7.2.8, on a return of capital on a winding up (excluding any intra-group reorganisation on a solvent basis), any amounts payable shall be paid to the holders of the Ordinary Shares according to the amounts paid up or credited as paid up in respect of the Ordinary Shares held by them.

- 7.3.3 The holders of Ordinary Shares shall be entitled, in respect of their holdings of such shares, to receive notice of general meetings and to attend, speak and vote at such meetings in accordance with the provisions of these Articles.

8. **Warrants to subscribe for shares**

The Company may, subject to the provisions of the Statutes and of these Articles, issue warrants to subscribe for shares in the Company. Such warrants shall be issued upon such terms and subject to such conditions as may be resolved upon by the Directors including, without prejudice to the foregoing generality, terms and conditions which provide that, on a winding up of the Company, a holder of warrants may be entitled to receive out of the assets of the Company available in the liquidation *pari passu* with the holders of shares of the same class as the shares in respect of which the subscription rights conferred by the warrants can be exercised such a sum as he would have received had he exercised the subscription rights conferred by his warrants prior to the winding up but under deduction of the price (if any) payable on exercise of such subscription rights.

**VARIATION OF CLASS RIGHTS**

9. **Method of varying class rights**

Whenever the share capital of the Company is divided into different classes of shares, all or any of the special rights attached to any class may, subject to the provisions of the Statutes and unless otherwise expressly provided by the rights attached to the shares of that class, be varied or abrogated either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate general meeting all the provisions of the Statutes and of these Articles relating to general meetings of the Company and to the proceedings thereat shall, so far as applicable, apply *mutatis mutandis*, except that the necessary quorum shall be two persons together holding or representing by proxy at least one-third in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares) (but so that, if at any adjourned meeting a quorum as above defined is not present, any holder of shares of that class present in person or by proxy shall be a quorum), that any holder of shares of that class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of that class held by him. The foregoing provisions of this

Article 9 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if the shares concerned and the remaining shares of such class formed separate classes.

10. **When class rights deemed not to be varied**

The rights attached to any class of shares shall, unless otherwise expressly provided by the terms of issue of such shares or the terms upon which such shares are for the time being held, be deemed not to be varied or abrogated by the creation or issue of further shares ranking *pari passu* with or subsequent to the firstmentioned shares or by the purchase by the Company of its own shares.

**ALTERATION OF CAPITAL**

11. **Increase in capital**

The Company may from time to time by ordinary resolution increase its issued share capital by allotting new shares and, unless otherwise prescribed in the appropriate resolution of the Company, all such shares shall be subject to the provisions of the Statutes and of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

12. **Consolidation and sub-division**

12.1 The Company may, by ordinary resolution:

- (i) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (ii) sub-divide its shares, or any of them, into shares of smaller amount than its existing shares; and
- (iii) determine that, as between the shares resulting from such a sub-division, any of them may have any preference or advantage as compared with the others.

12.2 Whenever any fractions arise as a result of a consolidation and division or sub-division of shares, the Directors may on behalf of the members deal with the fractions as the Directors think fit. In particular, without limitation, the Directors may sell shares representing fractions to which any members would otherwise become entitled to any person (including, subject to the provisions of the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those members (except that any amount otherwise due to a member, being not more than £3.00 or such other sum as the Directors may from time to time determine, may be retained for

the benefit of the Company). Where the shares to be sold are held in certificated form the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the buyer. Where the shares to be sold are held in uncertificated form, the Directors may do all acts and things the Directors consider necessary or expedient to effect the transfer of the shares to, or in accordance with the directions of, the buyer including to require the Operator of a relevant system to convert the share into certificated form and after such conversion authorise any person to execute an instrument of transfer and/or take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer. The buyer shall not be bound to see to the application of the purchase moneys and the buyer's title to the shares shall not be affected by any irregularity in, or invalidity of, the proceedings in relation to the sale.

## **SHARES**

### **13 Treasury Shares**

Subject to the provisions of the Statutes relating to authority, pre-emption rights and otherwise, of any resolution of the Company in general meeting passed pursuant thereto and of these Articles, the Directors shall have unconditional authority to sell or transfer to such persons, or to cancel, any treasury shares held by the Company in accordance with the provisions of Statutes at such times and generally on such terms and conditions as Directors may determine.

### **14. Payment of commission**

In addition to all other powers of paying commissions, the Company may exercise the powers of paying commissions conferred by the Statutes to the full extent permitted by, and in accordance with, the Statutes. Any such commissions may be paid in cash or in fully or partly paid shares of the Company, or partly in one way and partly in another, as may be arranged, and may be in respect of a conditional or an absolute subscription. The Company may also on any issue of shares pay such brokerage as may be lawful.

### **15. Financial assistance**

The Company shall not give any financial assistance in connection with the acquisition of shares in the Company except insofar as permitted by, and in accordance with, the Statutes.

16. **Renunciation**

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

17. **Recognition of Interests / Trusts**

17.1 Except as required by law or by these Articles, the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, other than the holder's absolute ownership of it and all the rights attaching to it or, in the case of a share warrant, the bearer's absolute ownership of it and all the rights attaching to it for the time being.

17.2 The Company shall be entitled, but shall not be bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition, the Company shall not be bound to see to the execution, administration or observance of any trust, whether express, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the holders of such shares as if they were the absolute owners thereof. For the purpose of this Article 17.2, "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the holder thereof for the time being or such other rights in the case of transmission thereof as are mentioned in these Articles.

18. **SHARE WARRANTS**

18.1 **Issue of share warrants to bearer**

The Company may, with respect to any fully paid shares, issue a warrant to bearer (referred to in these Articles as a "share warrant") stating that the bearer of the warrant is entitled to the shares specified in it and may provide (by coupons or otherwise) for the payment of future dividends on the shares included in a share warrant.

## 18.2 Conditions of issue

The powers referred to in Article 18.1 may be exercised by the Directors who may determine and vary the conditions upon which share warrants shall be issued and in particular upon which:-

- (i) a new share warrant or coupon will be issued in the place of one damaged, defaced, worn out or lost (provided that no new share warrant will be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed);
- (ii) the bearer of a share warrant shall be entitled to receive notice of and to attend, vote and demand a poll at general meetings;
- (iii) dividends will be paid; and
- (iv) a share warrant may be surrendered and the name of the holder entered in the register of members in respect of the shares specified in it.

Subject to such conditions and to these Articles, the bearer of a share warrant shall be deemed to be a member for all purposes. The bearer of a share warrant shall be subject to the conditions for the time being in force and applicable thereto made before or after the issue of such share warrant.

## CERTIFICATES

### 19 Authentication and form of certificates

19.1 Notwithstanding any other provision of these Articles, the Directors may from time to time determine, either generally or in any particular case, the method by which any certificate for shares, warrants, debentures or other securities issued by the Company shall be authenticated or executed by or on behalf of the Company and, in particular, the Directors may:-

- (i) dispense with the need to affix the common seal, an official seal, a securities seal or, in the case of shares on a branch register, an official seal for use in the relevant territory, to such certificate;
- (ii) determine the manner, and by whom, any such certificate is to be signed, and may dispense with the need for such certificate to be signed or executed in any way; and
- (iii) permit the signature or a facsimile of the signature of any person to be applied to such share certificate by any mechanical or electronic means in place of the person's actual signature,

and any certificate issued in accordance with the requirements of the Directors shall, as against the Company, be sufficient evidence of the title of the person named in that certificate to the share comprised in the certificate notwithstanding any rule of law to the contrary. Every such certificate shall specify the number, class and distinguishing number(s) (if any) of the shares, warrants, debentures or other securities to which the certificate relates and the amount or respective amounts paid up thereon. No certificate shall be issued representing shares, warrants, debentures or other securities of more than one class. No certificate need be issued in respect of shares, warrants, debentures or other securities held by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange in respect of which the Company is not required by law to complete and have ready for delivery a certificate.

#### 19.2 **Evidence and transfer of title to securities**

Nothing in these Articles shall require title to any shares, warrants, debentures or other securities of the Company to be evidenced or transferred by a written instrument, the regulations from time to time made under the Statutes and the rules of the UK Listing Authority so permitting. The Directors shall have power to implement such procedures (if any) as they may think fit and as may accord with the Statutes and any regulations made thereunder and with the regulations of the UK Listing Authority for the recording and transferring of title to uncertificated securities and for the regulation of those procedures and the persons responsible for or involved in their operation.

#### 20. **Members' rights to certificates**

20.1 Subject to the provisions of Article 19, every person (other than a financial institution in respect of whom the Company is not required by law to complete and have ready a certificate) whose name is entered as a member in the register of members shall be entitled without payment to a certificate for the shares registered in his name:-

- (i) in the case of issue, within two months (or such longer period as the terms of issue shall provide) after allotment;
- (ii) in the case of a transfer of fully paid shares, within two months (or such longer or shorter period (if any) as the rules of the UK Listing Authority may from time to time permit or require) after lodgement of a transfer; or
- (iii) in the case of a transfer of partly paid shares, within one month (or such longer or shorter period (if any) as the rules of the UK Listing Authority may from time to time permit or require) after lodgement of a transfer;

or (upon payment of such reasonable charge (if any) for every certificate after the first as the Directors shall from time to time determine) to several certificates, each for one or more of his shares of any one class provided that the Company shall not be bound to register more than four persons as the joint holders of a share and, in the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate for each class of share so held and delivery of a certificate to the senior shall be deemed sufficient delivery to all, and seniority shall be determined in the manner described in article 72.

20.2 Every certificate shall be issued under the seal or under such other form of authentication as the directors may determine (which may include manual or facsimile signatures by one or more directors), and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up on them.

20.3 Where a member's (other than a financial institution's) holding of shares of a particular class increases, the Company may issue that member with a single, consolidated certificate in respect of all the shares of a particular class which that member holds or a separate certificate in respect of only those by which that member's holding has increased.



21. **Delivery of certificate to broker or agent**

Delivery of a certificate for shares to a broker or agent acting in regard to the purchase or transfer of shares to which it relates shall be sufficient delivery to the purchaser or the transferee, as the case may be.

22. **Transfer of part of a holding**

Where a member (other than a financial institution) transfers some only of the shares comprised in a share certificate the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge, or, upon payment for every certificate after the first of such reasonable sum as the directors may determine, several certificates each for one or more of his shares.

23. **Cancellation and replacement of certificates**

23.1 Any two or more certificates representing shares of any one class held by any member (other than a financial institution) may, at his request, be cancelled and a single new certificate for all such shares issued in lieu upon payment of such reasonable charge (if any) as the Directors shall from time to time determine.

23.2 A member (other than a financial institution) may surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify. When the Company complies with such request it may charge a reasonable sum as the Directors may determine for doing so.

23.3 If a share certificate issued in respect of a member's shares shall be damaged, defaced, worn out or alleged to have been lost, stolen or destroyed, it may be replaced by a new certificate on request subject to:

- (i) delivery up of the certificate if it is damaged, defaced or worn out; and
- (ii) compliance with such conditions (if any) as to evidence, indemnity and a reasonable fee as the Directors think fit.

23.4 In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

**CALLS ON SHARES****24. Power to make calls**

The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the terms of issue thereof made payable at fixed times. Each member shall (subject to being given at least fourteen days' notice specifying the time or times and place of payment) pay to the Company, at the time or times and place so specified, the amount called on his shares. A call may be required to be paid in instalments and may be either revoked or postponed by the Directors in whole or in part at any time before receipt by the Company of a sum due thereunder. Without prejudice to the lien created by Article 38, a person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

**25. Time when call made**

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

**26. Liability of and receipts by joint holders**

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof and any one of such persons may give an effective receipt for any return of capital payable in respect of such share.

**27. Interest payable on non-payment**

If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate as may be fixed by the terms upon which such shares have been issued or fixed in the notice of the call or, if no such rate is fixed, at the appropriate rate (as defined in the Statutes). The Directors may, if they think fit, in any case or cases, waive payment of such interest and expenses, wholly or in part.

28. **Sums due on allotment deemed as calls**

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

29. **Differentiation in calls**

Subject to the terms of issue, the Directors may at any time and from time to time differentiate between the allottees or holders of shares as to the amount of calls to be paid and the times of payment.

30. **Payments of calls in advance**

The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon any shares held by him, and such payment in advance of calls shall extinguish *pro tanto* the liability upon the shares in respect of which it is made. The Company may pay interest upon the moneys so received (until and to the extent that the same would but for such advance become payable) at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, three per cent per annum below the base rate of the Company's bankers from time to time or, in the absence of such base rate, fifteen per cent per annum) as the member paying such moneys and the Directors may agree upon.

**FORFEITURE, SURRENDER AND LIEN****31. Notice requiring payment of call on default**

If a member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for payment thereof, the Directors may, at any time thereafter, serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any accrued interest thereon and any expenses incurred by the Company by reason of such non-payment.

**32. Form of notice**

The notice referred to in Article 31 shall name a further day (being not less than fourteen days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that, in the event of non-payment in accordance therewith, the shares in respect of which the call or instalment of the call is payable will be liable to be forfeited.

**33. Forfeiture for non-compliance with notice or surrender**

If the requirements of any notice referred to in Article 31 are not complied with, any share in respect of which such notice has been given may, at any time thereafter and before payment of all calls or instalments, interest and expenses due in respect thereof has been received by the Company, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends and other payments or distributions declared in respect of the forfeited share and not actually paid or distributed before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

**34. Notice of forfeiture**

When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share in consequence of a transmission event, as the case may be, and an entry of such notice having been given, and of the forfeiture or surrender, with the date thereof, shall forthwith be made in the register of members opposite to the entry of the share but no forfeiture shall be, in any manner, invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

35. **Annulment of forfeiture or surrender**

Notwithstanding any forfeiture or surrender of a share pursuant to these Articles, the Directors may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of or cancelled, annul such forfeiture or surrender upon such terms as they think fit.

36. **Sale or cancellation of forfeited or surrendered shares**

A share forfeited or surrendered pursuant to these Articles shall become and be deemed to be the property of the Company (provided that the Company shall not exercise any voting rights in respect of such share) and may (subject to the provisions of the Statutes) be sold, re-allotted or otherwise disposed of either to the person who was, before such forfeiture or surrender, the holder thereof or entitled thereto in consequence of a transmission event or to any other person upon such terms and in such manner as the Directors shall think fit and whether with or without all or any part of the amount previously paid up on the share being credited as paid up. Where for the purposes of its disposal a forfeited share is to be transferred to any person:

- (i) in the case of a share in certificated form, the Directors may authorise any person to execute an instrument of transfer; and
- (ii) in the case of a share in uncertificated form, the Directors may:
  - (a) to enable the Company to deal with the share in accordance with the provisions of this article, require the Operator of a relevant system to convert the share into certificated form; and
  - (b) after such conversion, authorise any person to execute an instrument of transfer and/or take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer.

Any share which has been so forfeited or surrendered and has not been sold, re-allotted or otherwise disposed of shall be cancelled by resolution of the Directors within the period specified in and otherwise in accordance with the Statutes.

37. **Arrears to be paid notwithstanding forfeiture or surrender**

A person, all or any of whose shares have been forfeited or surrendered, shall cease to be a member in respect of the forfeited or surrendered shares and shall, in the case of any forfeited or surrendered share in certificated form,

surrender the certificate for that share to the Company for cancellation and such person shall, notwithstanding the forfeiture or surrender or cancellation of the shares, remain liable (unless payment is waived in whole or in part by the Directors) to pay to the Company all moneys which, at the date of forfeiture or surrender, were presently payable by him to the Company in respect of the shares, with interest thereon at the appropriate rate (as defined in the Statutes) from the date of forfeiture or surrender until payment but the Directors may waive payment of such interest either wholly or in part, and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal.

**38. Company to have lien on shares**

The Company shall have a lien over every share which is partly paid for all moneys (whether presently payable or not) called or payable at a fixed time or times in respect of such share. The Company's lien (if any) on a share takes priority over any third party's interest in that share and shall extend to all dividends and other payments or distributions payable or distributable thereon or in respect thereof (and, if the lien is enforced and the share is sold by the Company, the proceeds of the sale of that share). The Directors may waive any lien which has arisen and may declare any share to be exempt, wholly or partially, from the provisions of this Article 38.

**39. Enforcement of lien by sale**

39.1 Without prejudice to any other right or remedy competent to the Company under these Articles or otherwise, the Directors may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum, in respect of which the lien exists, is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable, and giving notice of the intention to sell in default of such payment, shall have been given to the holder for the time being of the share or the person entitled thereto by reason of a transmission event.

39.2 For the purpose of giving effect to any such sale:

- (i) in the case of a share in certificated form, the Directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- (ii) in the case of a share in uncertificated form, the Directors may:
  - (a) to enable the Company to deal with the shares in accordance with the provisions of this article, require the Operator of a relevant system to convert the shares into certificated form; and

- (b) after such conversion, authorise any person to execute an instrument of transfer and/or take such other steps (including the giving of the directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer.

The title of the transferee to the share shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

40. **Application of proceeds of sale**

The net proceeds of a sale pursuant to the provisions of Article 39, after payment of the costs of such sale, shall be received by the Company and applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists, so far as the same are presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale and upon surrender, if required by the Directors, of the certificate of the shares sold) be paid to the person entitled to the shares at the time of the sale.

41. **Statutory declaration as to forfeiture, surrender or sale**

A statutory declaration in writing that the declarant is a Director or the Secretary and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or other disposal thereof together with the share certificate (if any) delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or otherwise disposed of shall be registered as the holder of the share, and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or other disposal of the share.

**TRANSFER OF SHARES**

42. **Form and execution of transfers**

42.1 Except as may be provided by any procedures implemented pursuant to Article 19.2, all transfers of shares shall be effected by instrument in writing in any usual or common form or in any other form acceptable to the Directors. The instrument of transfer shall be executed by, or on behalf of, the transferor and (except in the case of fully paid shares) by, or on behalf of, the transferee.

42.2 Where any class of shares is, for the time being, a participating security, title to shares of that class which are recorded on an Operator register of members as being held in uncertificated form may be transferred by means of the relevant system concerned. The transfer may not be in favour of more than four transferees.

42.3 The transferor shall be deemed to remain the holder of the shares concerned until the name of the transferee is entered in the register of members in respect thereof.

43. **Requirements for registration of transfer and refusal to register**

43.1 The Directors may, in their absolute discretion, refuse to register a transfer of any share in certificated form unless the relevant instrument of transfer (i) is in respect of only one class of share, (ii) is duly stamped, or adjudged or certified as not chargeable to stamp duty, (iii) is lodged at the transfer office, or at such other place as the Directors may from time to time determine, accompanied by the relevant share certificate(s) (except in the case of a transfer by a financial institution where a certificate has not been issued in respect of the share) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do) and (iv) is in favour of not more than four transferees jointly. The Directors may refuse to register a transfer of a share in uncertificated form in any case where the Company is entitled under the Uncertificated Securities Regulations to refuse to register the transfer and in any case where the Company is excepted under the Uncertificated Securities Regulations from the requirement to register the transfer, and the Directors may refuse any transfer of a share in uncertificated form in favour of more than four transferees.

43.2 The Directors may, in their absolute discretion, refuse to register a transfer of any share which is not a fully paid share provided that, if the shares are listed on the Official List of the UK Listing Authority, such refusal does not prevent dealings in the shares from taking place on an open and proper basis.



44. **Notice of refusal to register**

If the Directors refuse to register a transfer pursuant to any provision of these Articles they shall, as soon as practicable, and in any event within two months after the date on which the transfer was lodged with the Company (in the case of a share in certificated form) or the date on which the Operator-instruction was received by the Company (in the case of a share in uncertificated form), send to the transferee notice of, together with the reasons for, the refusal. The Directors shall send to the transferee such further information about the reasons for the refusal as the transferee may reasonably request.

45. **Retention of instruments of transfer**

All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the Directors refuse to register shall (except in the case where fraud or any other crime involving dishonesty is suspected in relation to such transfer) be returned to the person lodging it when notice of refusal is given.

46. **No fee payable for registration of transfers**

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

47. **Directors' powers to authorise transfers**

Nothing in these Articles shall preclude the Directors, if empowered by these Articles to authorise any person to execute an instrument of transfer of a share, from authorising any person to effect the transfer of that share in accordance with any procedures implemented pursuant to Article 19.2.

48. **DESTRUCTION AND PRESUMPTIONS AS TO VALIDITY OF DOCUMENTS**

48.1 **Permitted times for destruction**

The Company shall be entitled to destroy:-

- (i) all share certificates which have been cancelled at any time after the expiration of one year from the date of such cancellation;
- (ii) all notifications of change of name and address and all dividend mandates which have been cancelled or have ceased to have effect at any time after the expiration of two years from the date of the recording of such notification or, as the case may be, the date of such cancellation or cessation;
- (iii) all instruments of transfer of shares which have been registered at any time after the expiration of six years from the date of registration thereof;
- (iv) any other documents on the basis of which any entry in the register of members has been made at any time after the expiration of six years from the date of the first entry in the register of members in respect thereof;
- (v) all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment;
- (vi) all proxy appointments which have been used for the purpose of a poll at any time after the expiration of one year from the date of the taking of such poll; and
- (vii) all instruments of proxy which have not been used for the purpose of a poll at any time after the expiration of one month from the date of the general meeting to which the proxy appointments relate and at which no poll was demanded.

Provided always that any document referred to in this Article 48.1 may, subject to the Statutes and to the Uncertificated Securities Regulations, be destroyed before the end of the relevant period in respect of such document as set out in this Article 48.1 so long as a copy of the relevant document (whether made electronically, by microfilm, by digital imaging or otherwise) has been made and is retained by the Company until the end of such relevant period.

## 48.2 Presumptions as to validity

It shall conclusively be presumed in favour of the Company that (i) every entry in the register of members purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, (ii) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, (iii) every share certificate so destroyed was a valid and effective document duly and properly cancelled and (iv) every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:-

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice to the Company of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing contained in this Article 48 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid, or in any other circumstances, which would not attach to the Company in the absence of this Article 48;
- (c) references in this Article 48 to the destruction of any document include references to the disposal thereof in any manner; and
- (d) references in this Article 48 to an instrument of transfer shall be deemed to include references to any document constituting the renunciation of an allotment of any shares in the Company by the allottee in favour of some other person.

## 49 TRANSMISSION OF SHARES

### 49.1 Transmission on death

In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only person or persons recognised by the Company as having any title to his interest in the shares, but nothing in this Article 49 shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

#### 49.2 **Registration or transfer on death, bankruptcy, etc**

Any person becoming entitled to a share in consequence of a transmission event may (subject as hereinafter provided), upon supplying to the Company such evidence as the Directors may reasonably require to show that person's title to the share, either elect to be registered himself as the holder of the share upon giving to the Company a notice in writing in such form as the Directors may prescribe of such desire or to have some other person, nominated by the person becoming so entitled, registered as the holder of the share. If the person becoming so entitled elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have another person registered he shall transfer title to the share to that person. All the limitations, restrictions and provisions of these Articles relating to the transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the transmission event as aforesaid had not occurred and the notice or transfer was a transfer executed by that member.

#### 49.3 **Rights of persons entitled by transmission**

A person becoming entitled to a share in consequence of a transmission event (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall have the same rights as those to which he would be entitled if he were the registered holder of the share, but he shall not be entitled (except with the approval of the Directors) to receive notices of or to attend or vote at meetings of the Company, unless and until he shall have been registered as a member in respect of the share.

### 50 **DISCLOSURE OF INTERESTS IN SHARES**

#### 50.1 **Interpretation of and definitions for Article 50**

For the purposes of this Article 50:-

- (i) a person other than the member holding a share shall be treated as appearing to be interested in that share if the member has informed the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the member or, pursuant to a section 793 notice, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;

- (ii) "interested" shall be construed as it is for the purpose of section 793 of the 2006 Act;
- (iii) "section 793 notice" means a notice given by the Company under section 793 of the 2006 Act;
- (iv) reference to a person having failed to give the Company the information required by a section 793 notice, or being in default as regards supplying such information, includes (a) reference to his having failed or refused to give all or any part of it and (b) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular; and
- (v) an "approved transfer" means, in relation to any shares held by a member:-
  - (a) a transfer by way of or pursuant to acceptance of a takeover offer in respect of shares in the Company (within the meaning in section 974 of the 2006 Act); or
  - (b) a transfer in consequence of a sale made through a recognised investment exchange or recognised clearing house or any other stock exchange or market outside the United Kingdom on which the Company's shares are normally traded (if any); or
  - (c) a transfer which is shown to the satisfaction of the Directors to be made in consequence of a bona fide sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.

## 50.2 Disenfranchisement

If a member, or any other person appearing to be interested in shares held by that member, has been given a section 793 notice and has failed in relation to any shares (the "**default shares**", which expression shall include any further shares which are allotted or issued in respect of such shares) to give the Company the information thereby required within fourteen days after the giving of the section 793 notice, then the Directors may, in their absolute discretion at any time thereafter, by notice (a "**direction notice**") to such member (which shall be conclusive

against such member and its validity shall not be questioned by any person) direct, with effect from the giving of the direction notice, that:-

- (i) the member shall not be entitled in respect of the default shares to attend or vote (either in person or by representative or by proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll; and
- (ii) where the default shares represent 0.25 per cent or more in nominal value of the issued shares of their class (calculated by reference to the number of shares in issue at the time when the section 793 notice is given and excluding any treasury shares):-
  - (a) any sums payable (whether in respect of capital or dividend or otherwise) in respect of the default shares, or any part thereof, shall, except on a winding up of the Company, be withheld by the Company until such time as the section 793 notice ceases to have effect and the Company shall not have any obligation to pay interest on any such sums when they are finally paid to the member and the member shall not be entitled to elect, pursuant to Article 133, to receive shares instead of any dividend; and
  - (b) no transfer, other than an approved transfer, of any default shares held by the member shall be registered unless:-
    - (i) the member is not himself in default as regards supplying the information required; and
    - (ii) the member provides evidence to the satisfaction of the Directors that no person in default as regards supplying such information is interested in any of the shares which are the subject of the transfer; and
  - (c) for the purposes of sub-paragraph (ii)(b)(ii) of this Article, in the case of shares held by the member in uncertificated form, the Directors may, to enable the Company to deal with the shares in accordance with the provisions of this Article, require the Operator of a relevant system to convert the shares into certificated form.

- (iii) Any new shares in the Company issued in right of default shares shall be subject to the same sanctions as apply to the default shares, and the Directors may make any right to an allotment of the new shares subject to sanctions corresponding to those which will apply to those shares on issue, provided that:
  - (a) any sanctions applying to, or to a right to, new shares by virtue of this paragraph shall cease to have effect when the sanctions applying to the related default shares cease to have effect (and shall be suspended or cancelled if and to the extent that the sanctions applying to the related default shares are suspended or cancelled); and
  - (b) paragraph (i) of this Article shall apply to the exclusion of this paragraph (iii) if the Company gives a separate notice under section 793 of the 2006 Act in relation to the new shares.

#### 50.3 **Service of notices on non-members**

The Company shall send to each other person appearing to be interested in the default shares, the address of whom has been intimated to the Company, a copy of the direction notice at the same time as such notice is given to the relevant member, but the failure or omission to do so, or the non-receipt by that person of the copy, shall not invalidate or otherwise affect the application of Article 50.2.

#### 50.4 **Cessation of disenfranchisement**

The sanctions under Article 50.2 shall have effect for so long as the default in respect of which the direction notice was issued continues and shall cease to have effect seven days after the earlier of:-

- (i) receipt by the Company of notice that the default shares have been transferred by such member by means of a transfer in accordance with sub-paragraph (ii) (b) and (c) of Article 50.2; and
- (ii) due compliance, to the satisfaction of the Company, with the section 793 notice.

In addition, the Directors may at any time give notice suspending for any given period or cancelling a direction notice or any part thereof.

#### 50.5 **No restriction of statutory provisions**

The provisions in this Article 50 are in addition and without prejudice to the provisions of the Acts and, in particular, the Company may apply to the court under section 794 of the 2006 Act whether or not the provisions of this Article 50 apply or have been applied.

### **UNTRACED SHAREHOLDERS**

#### 51.1 **Power to dispose of shares of untraced shareholders**

The Company shall be entitled to sell, in such manner and for such price as the Directors think fit, any share held by a member or any share to which a person is entitled in consequence of a transmission event if and provided that:-

- (i) for a period of 12 years no cheque or warrant or other method of payment for amounts payable in respect of the share, sent and payable in a manner authorised by these Articles, has been cashed or effected and no communication in respect of the share has been received by the Company from the member or person concerned;
- (ii) during that period at least three cash dividends (whether interim or final) in respect of the share have become payable and no dividend in respect of the share has been claimed;
- (iii) the Company has, after the expiration of that period, by advertisement in both a national newspaper published in the United Kingdom and a newspaper circulating in the area in which the registered address or last known postal address of the member is located, given notice of its intention to sell such share, and the advertisements, if not published on the same day, shall have been published within 30 days of each other; and
- (iv) the Company has not, during the further period of three months following the date of publication of the advertisements (or, if they are published on different dates, the later or latest of them) and prior to the sale of the share, received any communication in respect of the share from the member or person concerned.



## 51.2 **Power to dispose of additional shares**

The Company shall also be entitled to sell, in the manner provided for in this Article 51, any share ("additional share") issued during the said period of twelve years in right of any share to which Article 51.1 applies (or in right of any share so issued), provided that the requirements of sub-paragraphs (i), (iii) and (iv) are satisfied in relation to the additional share (but as if the words "for a period of twelve years" were omitted from sub-paragraph (i) and the words ", after the expiration of that period," were omitted from sub-paragraph (iii)).

## 51.3 **Sale procedure and application of proceeds**

To give effect to any such sale:

- (i) in the case of a share in certificated form, the Directors may authorise any person to execute an instrument of transfer of the said share(s) to the purchaser or a person nominated by the purchaser; and
- (ii) in the case of a share in uncertificated form, the Directors may:
  - (a) to enable the Company to deal with the share in accordance with the provisions of this article, require the Operator of a relevant system to convert the share into certificated form; and
  - (b) after such conversion, authorise any person to execute an instrument of transfer and/or take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as it thinks fit to effect the transfer.

The purchaser shall not be bound to see to the application of the proceeds of sale, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the sale. The Company shall be indebted to the member or other person entitled to the said share(s) for an amount equal to the net proceeds of sale but no trust or duty to account shall arise and no interest shall be payable in respect of the proceeds of sale.

## **GENERAL AND CLASS MEETINGS**

52. **General meetings**

The Directors may call general meetings. If there are not sufficient Directors to form a quorum in order to call a general meeting, any Director may call a general meeting. If there is no Director, any member of the Company may call a general meeting.

53. **Separate class meetings**

All the provisions of the Statutes and of these Articles relating to general meetings of the Company and to the proceedings thereat shall *mutatis mutandis* apply to any separate meeting of the holders of shares of any class held otherwise than pursuant to Article 9. For the purposes of any such separate class meeting, a special resolution is a resolution duly passed by a majority consisting of not less than three-fourths of the votes given upon the resolution at such meeting of which notice specifying the intention to propose the resolution as a special resolution shall have been duly given.

**LOCATION OF GENERAL MEETINGS**

54. **Attendance and participation at different places and by electronic means**

In the case of any general meeting, the directors may, notwithstanding the specification in the notice convening the general meeting of the place at which the chairman of the meeting shall preside (the "**Principal Place**"), make arrangements for simultaneous attendance and participation by electronic means allowing persons not present together at the same place to attend, speak and vote at the meeting (including the use of satellite meeting places). The arrangements for simultaneous attendance and participation at any place at which persons are participating, using electronic means may include arrangements for controlling or regulating the level of attendance at any particular venue provided that such arrangements shall operate so that all members and proxies wishing to attend the meeting are able to attend at one or other of the venues.

55. **Procedure for general meeting at different places**

55.1 The members or proxies at the place or places at which persons are participating via electronic means shall be counted in the quorum for, and be entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are

available throughout the meeting to ensure that the members or proxies attending at the places at which persons are participating via electronic means are able to:

- (i) participate in the business for which the meeting has been convened; and
- (ii) see and hear all persons who speak (whether through the use of microphones, loud speakers, audiovisual communication equipment or otherwise) in the Principal Place (and any other place at which persons are participating via electronic means).

55.2 For the purposes of all other provisions of these articles (unless the context requires otherwise), the members shall be treated as meeting at the Principal Place.

55.3 If it appears to the chairman of the meeting that the facilities at the Principal Place or any place at which persons are participating via electronic means have become inadequate for the purposes set out in sub-paragraphs (i) and (ii) above, the chairman of the meeting may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the point of the adjournment shall be valid. The provisions of Article 64 and Article 65 shall apply to that adjournment.

## **NOTICE OF GENERAL MEETINGS**

### **56. Period and omission or non-receipt of notice**

56.1 An annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed or permitted under the Acts. Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting. The notice shall be given in accordance with the provisions of these Articles to the auditors and to all members (other than those members who are not, under the provisions of these Articles or the terms of issue of the shares they hold, entitled to receive such notices from the Company) and to every other person who, by virtue of the Statutes or these Articles, is entitled to receive such notices from the Company.

56.2 The accidental omission to give notice to, or the failure to give notice due to circumstances beyond the Company's control to, or the non-receipt of notice by, any person entitled thereto shall not invalidate the proceedings at any general meeting.

57. **Contents of notice**

Every notice calling a general meeting shall specify the place and the day and hour of the meeting and the general nature of the business to be transacted, and in the case of an annual general meeting shall specify the meeting as such. There shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not be a member of the Company.

58. **Notice of resolutions on members' requisitions**

The Directors shall, on the requisition of members in accordance with the provisions of the Statutes, but subject as therein provided:-

- (i) give to the members entitled to receive notice of the next annual general meeting, notice of any resolution which may properly be moved and is intended to be moved at that meeting; and
- (ii) circulate to the members entitled to have notice of any general meeting, any statement of not more than one thousand words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.

**PROCEEDINGS AT GENERAL MEETINGS**

59. **Quorum**

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Save as otherwise provided in these Articles, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member (including for this purpose two persons who are proxies or corporate representatives of the same member), shall be a quorum.

60. **If quorum not present**

If within half an hour from the time appointed for a general meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting, shall stand adjourned in accordance with Article 64.

61. **Chairman**

61.1 The chairman of the board of directors of the Company, or in his absence one of the deputy chairmen or in the absence of both of them one of the vice chairmen (in either case to be chosen, if more than one are present and in default of agreement among themselves, by lot), or in the absence of all of them, some other director nominated prior to the meeting by the directors, shall be entitled to preside as chairman at the general meeting. If neither the chairman, deputy chairman, vice-chairman or such other director, is present within fifteen minutes after the time appointed for holding the meeting and willing to preside, the Directors present shall choose one of their number present and willing to act to be chairman of the meeting, and if there is only one Director present he shall be chairman of the meeting.

61.2 If no Director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman of the meeting.

62 **Security arrangements and disorderly conduct**

62.1 The Directors or the chairman of the meeting may direct that any person wishing to attend any general meeting should submit to and comply with such searches or other security arrangements (including without limitation, requiring evidence of identity to be produced before entering the meeting and placing restrictions on the items of personal property which may be taken into the meeting) as they or he consider appropriate in the circumstances. The Directors or the chairman of the meeting may in their or his absolute discretion refuse entry to, or eject from, any general meeting any person who refuses to submit to a search or otherwise comply with such security arrangements.

62.2 The Directors or the chairman of the meeting may take such action, give such direction or put in place such arrangements as they or he consider appropriate to secure the safety of the people attending the meeting and to promote the orderly conduct of the business of the meeting. Any decision of the chairman of the meeting on

matters of procedure or matters arising incidentally from the business of the meeting, and any determination by the chairman of the meeting as to whether a matter is of such a nature, shall be final.

**63 Directors entitled to speak and attend**

Directors may attend and speak at general meetings and at any separate meeting of the holders of any class of shares, whether or not they are members. The chairman of the meeting may permit other persons who are not members of the Company or otherwise entitled to exercise the rights of members in relation to general meetings to attend and, at the chairman of the meeting's discretion, speak at a general meeting or at any separate class meeting.

**64 Adjournments**

64.1 If a quorum is not present within half an hour after the time appointed for holding the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned and (subject to the provisions of the Acts) the chairman of the meeting shall either specify the time and place to which it is adjourned or state that it is adjourned to such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within 15 minutes after the time appointed for holding the meeting, the meeting shall be dissolved.

64.2 Without prejudice to any other power of adjournment he may have under these Articles or at common law, the chairman of the meeting may with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting and the chairman of the meeting may, without the consent of the meeting, adjourn the meeting before or after it has commenced if he considers that:-

- (i) the number of persons wishing to attend cannot be conveniently accommodated in the place(s) appointed for the meeting;
  - (ii) the unruly conduct of persons attending the meeting prevents, or is likely to prevent, the orderly continuation of its business;
  - (iii) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted;
- or

(iv) an adjournment is necessary to protect the safety of any person attending the meeting,

and if so adjourned, the chairman of the meeting shall either specify the time and place to which it is adjourned or state that it is adjourned to such time and place as the directors may determine.

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

65. **Time and place of adjourned meetings**

Subject to the provisions of the Acts, it shall not be necessary to give notice of an adjourned meeting except that when a meeting is adjourned for fourteen days or more at least seven clear days' notice shall be given specifying the time, date and place of the adjourned meeting and the general nature of the business to be transacted. No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

66. **Amendments to resolutions**

66.1 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (i) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (ii) the amendment does not go beyond what is necessary to correct a clear error in the resolution.

66.2 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (i) written notice of the terms of the proposed amendment and of the intention to move the amendment have been delivered to the Company at the office at least 48 hours before the time for holding the meeting or the adjourned meeting at which the ordinary resolution in question is proposed and the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution; or
- (ii) the chairman of the meeting, in his absolute discretion, decides that the proposed amendment may be considered or voted on.

66.3 With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted on. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

67. **Methods of voting**

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is validly demanded. A poll on a resolution may be demanded either before a vote on a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared. A poll on a resolution may be demanded by:-

- (i) the chairman of the meeting;
- (ii) a majority of the directors present at the meeting;



- (iii) not less than five members having the right to vote at the meeting;
- (iv) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting (excluding any voting rights attached to any shares in the Company held as treasury shares); or
- (v) a member or members holding shares in the Company conferring a right to vote at the meeting on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right (excluding any shares in the Company conferring the right to vote at the meeting which are held as treasury shares).

**68. Declaration of result and conduct of poll**

- 68.1 A demand for a poll may be withdrawn at any time before the taking of the poll but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 68.2 Unless a poll is duly demanded (and the demand is not subsequently withdrawn), a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost and an entry to that effect in the minute book of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.
- 68.3 If a poll is duly demanded (and the demand is not withdrawn), it shall be taken when, where and in such manner, subject to Article 69 and Article 70 below, as the chairman of the meeting may direct. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and decide how and when the result of the poll is to be declared. The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

**69. When poll to be taken**

A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately. A poll demanded on any other question shall be taken either during the meeting or within thirty days of the poll being

demand. No notice need be given of a poll not taken during the meeting if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice must be given specifying the time and place at which the poll is to be taken.

**70. Continuance of meeting**

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

**VOTES OF MEMBERS**

**71. Right to vote**

71.1 *Subject to any rights or restrictions as to voting attached to any shares:*

- (i) on a show of hands
  - (a) every member present in person shall have one vote;
  - (b) every proxy present who has been duly appointed by one or more members entitled to vote on the resolution shall have one vote, provided that the proxy shall have one vote for the resolution in question and one vote against it if (a) the proxy has been duly appointed by more than one member entitled to vote on the resolution and (b) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more of those members to vote against it or is instructed by one or more of those members 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); and
  - (c) every corporate representative present who has been duly authorised by a corporation has the same voting rights as the corporation would be entitled to;
- (ii) on a poll every member present in person or by proxy or by corporate representative and entitled to vote shall have one vote for every share held by him or in respect of which his appointment as proxy or corporate representative has been made; and

- (iii) a member, 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.

#### 71.2 **Voting record date**

For the purposes of determining which persons are entitled to attend or vote at a general meeting and how many votes such persons may cast, the Company may specify in the notice convening the meeting a time, being not more than 48 hours before the time fixed for the meeting (and for this purpose no account shall be taken of any part of a day that is not a business day), by which a person must be entered on the register in order to have the right to attend or vote at the meeting.

#### 72. **Votes of joint holders**

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

#### 73. **Member under incapacity**

A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, on a show of hands or on a poll, by any person authorised in that behalf by that court and the person so authorised may exercise other rights in relation to general meetings, including appointing a proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming the right to vote shall be delivered to the office, or such other place as is specified in accordance with these articles for the delivery or receipt of appointments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

#### 74. **Calls in arrears**

No member shall, unless the Directors otherwise determine, be entitled in respect of any share held by him to vote at any meeting of the Company either in person or by proxy or to exercise any other right conferred by membership

in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of shares in the Company remains unpaid.

#### **ADMISSIBILITY OF VOTES**

##### **75. Objections to voting**

- 75.1 Any objection to the qualification of any person voting at a general meeting or on a poll or to the counting of, or failure to count, any vote, must be made at the meeting or adjourned meeting or at the time the poll is taken (if not taken at the meeting or adjourned meeting) at which the vote objected to is tendered. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive. If a vote is not disallowed by the chairman of the meeting it is valid for all purposes.
- 75.2 The Company shall not be bound to enquire whether any proxy or corporate representative votes in accordance with the instructions given to him by the member he represents and if a proxy or corporate representative does not vote in accordance with the instructions of the member he represents the vote or votes cast shall nevertheless be valid for all purposes.

#### **PROXIES AND CORPORATE REPRESENTATIVES**

##### **76. Proxies**

A member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. The appointment of a proxy shall be deemed also to confer authority to demand or join in demanding a poll. Delivery of an appointment of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it. A proxy need not be a member. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. References in these Articles to an appointment of proxy include references to an appointment of multiple proxies.

**77. Appointment and form of proxy**

77.1 Subject to Article 77.2, an appointment of proxy shall be in writing in any usual form or in any other form which the Directors may prescribe or accept, and shall be executed by, or on behalf of, the appointor which in the case of a corporation may be either under its common seal or the hand of a duly authorised officer or other person duly authorised for that purpose. The signature on the appointment of proxy need not be witnessed.

77.2 Where the appointment of a proxy is expressed to have been or purports to have been executed by a duly authorised person on behalf of a member:

- (i) the Company may treat the appointment as sufficient evidence of that person's authority to execute the appointment of proxy on behalf of that member; and
- (ii) the member shall, if requested by or on behalf of the Company, send or procure the sending of any authority under which the appointment of proxy has been executed, or a certified copy if any such authority to such address and by such time as required under Article 78 and, if the request is not complied with in any respect, the appointment of proxy may be treated as invalid.

77.3 The directors may (and shall if and to the extent that the Company is required to do so by the Acts) allow the appointment of a proxy to be sent or supplied in electronic form subject to any conditions or limitations as the directors may specify. Where the Company has given an electronic address in any instrument of proxy or invitation to appoint a proxy, any document or information relating to proxies for the meeting (including any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.

**78. Delivery of form of proxy**

78.1 An appointment of proxy may:

- (i) in the case of an appointment of proxy in hard copy form, be received at the office or such other place in as is specified in the notice convening the meeting, or in any appointment of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates; or
- (ii) in the case of an appointment of proxy in electronic form, be received at the electronic address specified in the notice convening the meeting, or in any instrument of proxy or any invitation to appoint a proxy sent

out or made available by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates; or

- (iii) in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, be received as aforesaid not less than 24 hours (or such shorter time as the directors may determine) before the time appointed for the taking of the poll.

78.2 The Directors may specify in the notice convening the meeting that in determining the time for delivery of proxies pursuant to this Article, no account shall be taken of any part of any day that is not a working day. An appointment of proxy which is not received or delivered in a manner so permitted shall be invalid.

79. **Issue of forms of proxy**

The Directors may at the expense of the Company send or make available appointments of proxy or invitations to appoint a proxy to the members by post or by electronic means or otherwise (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the holders of any class of shares, either in blank or nominating in the alternative any one or more of the directors or any other person. If for the purpose of any meeting, appointments of proxy or invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the members entitled to be sent a notice of the meeting and to vote at it. The accidental omission, or the failure due to circumstances beyond the Company's control, to send or make available such an appointment of proxy or give such an invitation to, or the non-receipt thereof by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.

80. **Validity of forms of proxy**

The appointment of a proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. When two or more valid appointments of proxy are received in respect of the same share in relation to the same meeting, the one which is last received (regardless in the case of an instrument in writing of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share and, if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

81. **Revocation of proxy, etc**

A vote given or poll demanded by proxy shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll, unless notice of the termination was delivered in writing to the Company at such place or address at which an appointment of proxy may be duly received or delivered under Article 78, not later than the last time at which an appointment of proxy should have been received under Article 78 in order for it to be valid.

82. **Corporations acting by representatives**

82.1 Subject to the provisions of the Acts, any corporation (other than the Company itself) which is a member of the Company may, by resolution of its Directors or other governing body, authorise a person or persons to act as its representative or representatives at any meeting of the Company, or at any separate meeting of the holders of any class of shares. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person or persons so authorised is present at it. The Company may require such person or persons to produce a certified copy of the resolution before permitting him to exercise his powers.

82.2 A vote given or poll demanded by a corporate representative shall be valid notwithstanding that he is no longer authorised to represent the member unless notice of the termination was delivered in writing to the Company at such place or address and by such time as is specified in Article 78 for the receipt of an appointment of proxy.

**DIRECTORS**

83. **Limits on number of Directors**

Unless and until otherwise determined by the Company by ordinary resolution, the number of Directors (other than alternate Directors) shall not be less than four nor more than twelve.

84. **Directors' fees**

Until otherwise determined by the Company by ordinary resolution, there shall be paid to the Directors who do not hold executive office (other than alternate Directors) such fees for their services in the office of director as the Directors may determine and, subject to Article 86, not exceeding in the aggregate an annual sum of £800,000 or such larger amount as the Company may by ordinary resolution decide, divided between the Directors as they

may determine, or, failing such determination, 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.

85. **Directors may be paid expenses**

Any Director may be paid or reimbursed for all such proper and reasonable travelling, hotel and other expenses properly incurred by him in attending and returning from meetings of the Directors or of any committee of the Directors or general or class meetings of the Company and any reasonable expenses properly incurred by them otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

86. **Additional remuneration of Directors**

Any Director who is appointed to any executive office (including for this purpose the office of chairman whether or not such office is held in an executive capacity) or who serves on any committee of the Directors or who otherwise performs services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director or who makes any special exertions in going or residing abroad or otherwise in connection with the business of the Company may be paid such extra remuneration (whether by way of fixed sum, bonus, commission, participation in profits or otherwise) as the Directors may determine and such remuneration may, at the discretion of the Directors, be either in addition to or in substitution for all or any part of any other remuneration to which such Director may be entitled under these Articles.

87. **Retirement and other benefits**

Without prejudice to the general power of the Directors under these Articles to exercise on behalf of the Company (by establishment or maintenance of schemes or otherwise) all the powers of the Company to give, or procure the giving of, retirement, death or disability benefits, annuities or other allowances, emoluments or benefits to, or for the benefit of, any person, and without restricting the generality of their other powers, the Directors shall have power to pay, and agree to pay, retirement, death or disability benefits, annuities or other allowances, emoluments or benefits to any Director, ex-Director, officer or ex-officer of the Company or any body corporate which has been a predecessor in business of the Company or of any other undertaking which is (i) the parent undertaking of the Company or (ii) a subsidiary undertaking of the Company or of any such parent undertaking or (iii) otherwise allied



to or associated with the Company or any such parent undertaking or subsidiary undertaking or in which the Company or any such parent undertaking or subsidiary undertaking has any interest, whether directly or indirectly, and to the husbands, wives, widowers, widows, children, families, dependants and personal representatives of any such Director, ex-Director, officer or ex-officer, and, for the purpose of providing any such benefits, annuities, allowances or emoluments, to establish or contribute to any trust, scheme, association, arrangement or fund or to pay premiums, and shall have power to establish trusts, schemes, associations, arrangements or funds considered to be for the benefit of any such persons aforesaid. A Director, ex-Director, officer or ex-officer shall not be accountable to the Company or the members for any such benefits, annuities, allowances or emoluments, and the receipt of the same shall not disqualify any person from being or becoming a director of the Company.

**88. Insurance**

Without prejudice to the provisions of Article 152, the Directors shall have power to purchase and maintain insurance for, or for the benefit of, any persons who are or were at any time Directors, officers or employees of the Company or any body corporate which has been a predecessor in business of the Company or of any other undertaking which is (i) the parent undertaking of the Company or (ii) a subsidiary undertaking of the Company or of any such parent undertaking or (iii) otherwise allied to or associated with the Company or any such parent undertaking or subsidiary undertaking or in which the Company or any such parent undertaking or subsidiary undertaking has any interest, whether directly or indirectly, or who are or were at any time trustees of any retirement benefits scheme or employees' share scheme in which employees of the Company or of any such other undertaking are interested, including (without prejudice to the foregoing generality) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other undertaking, retirement benefits scheme or employees' share scheme.

**89. Directors' appointments and interests**

89.1 Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; 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 body corporate promoted by the Company or in which the Company is otherwise interested,
- (c) and (i) he shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate; (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; and (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 or employment if to make such disclosure or use would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with such office or employment; (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 such office, employment, transaction, arrangement or interest; and (v) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

For the purposes of this Article:

- (i) 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;
- (ii) 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;
- (iii) a director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer or employee of any subsidiary undertaking of the Company;
- (iv) a director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest; and
- (v) 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).

89.2 The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

- (a) 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); and
- (b) a Director to accept or continue in any office, employment or position in addition to his office as a Director of the Company and without prejudice to the generality of paragraph (1)(a) of this article may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that the authorisation is only effective if:

- (i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested Director, and
- (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

89.3 If a matter, or office, employment or position, has been authorised by the directors in accordance with Article 89.2 then (subject to such terms and conditions, if any, as the Directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below):

- (a) the Director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;
- (b) the Director 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 matter, or that office, employment or position; and

- (c) a Director shall not, by reason of his office as a Director of the Company, be accountable to the Company for any benefit which he derives from any such matter, or from any such office, employment or position.

90 **Executive Directors**

The Directors may appoint one or more of their number to the office of managing director or to any other executive office of the Company and any such appointment may be made for such term, at such remuneration and on such other conditions as the Directors think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company.

**APPOINTMENT, DISQUALIFICATION AND RETIREMENT OF DIRECTORS**

91. **Disqualification of a Director**

Without prejudice to the provisions for retirement by rotation or otherwise contained in these Articles, 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 Acts or is prohibited from being a Director by law; or
- (b) a bankruptcy order is made against that person; or
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- (d) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- (e) notification is received by the Company from that person that he is resigning or retiring from his office as Director, and such resignation or retirement has taken effect in accordance with its terms; or
- (f) in the case of a Director who holds any executive office, his appointment as such is terminated or expires and the Directors resolve that he should cease to be a Director; or
- (g) that person is absent without permission of the other Directors from meetings of the Directors for more than six consecutive months and the other Directors resolve that he should cease to be a Director; or

- (h) a notice in writing is served upon him personally, or at his residential address provided to the Company for the purposes of section 165 of the 2006 Act, signed by all the other Directors stating that that person shall cease to be a Director with immediate effect (and such notice may consist of several copies each signed by one or more Directors, but a notice executed by an alternate Director need not also be executed by his appointor and, if it is executed by a Director who has appointed an alternate Director, it need not also be executed by the alternate Director in that capacity).

92. **Number of Directors to retire by rotation**

At the annual general meeting in every year there shall retire from office by rotation all Directors who held office at the time of each of the two preceding annual general meetings and who did not retire at either of them.

93. **Filling rotation vacancies**

If the Company, at the meeting at which a Director retires under any provision of these Articles, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the Director is put to the meeting and lost.

94. **Resolution to appoint Directors**

A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it. For the purposes of this Article a motion for approving a person's appointment or for nominating a person for appointment shall be treated as a motion for his appointment.

95. **Eligibility for appointment**

No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be appointed or reappointed as a Director at any general meeting unless, not less than seven nor more than thirty-five days before the day appointed for holding the meeting, there shall have been left at the office, addressed to the Secretary, notice in writing signed by a member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for appointment or reappointment, and also notice in writing signed by the person to be proposed of his willingness to be appointed.

The notice to be lodged by the proposing member shall state the particulars of the nominee which would, if the nominee were appointed, be required to be included in the register of directors maintained by the Company in accordance with the Acts.

96. **Power of the Company to remove Directors**

The Company may, in accordance with and subject to the provisions of the Statutes, by special resolution, remove any Director from office notwithstanding any provision of these Articles or of any agreement between the Company and such Director (but without prejudice to any claim he may have for damages for breach of any such agreement) and by ordinary resolution appoint another person who is willing to act as a Director in place of the Director so removed from office. A person so appointed shall be treated, for the purposes of determining the time at which he or any other Director is to retire, as if he had become a director on the day on which the director in whose place he is appointed was last appointed or reappointed a Director.

97. **Appointment by ordinary resolution or by Directors**

The Company may, by ordinary resolution, appoint any person who is willing to act as a Director, and is permitted by law to do so, to be a Director either to fill a vacancy or as an additional Director and, without prejudice and in addition thereto, the Directors shall have power at any time to appoint any person who is willing to act as a Director, and is permitted by law to do so, to be a Director either to fill a vacancy or as an additional Director, but so that, in either case, the total number of Directors shall not at any time exceed the maximum number (if any) fixed by, or in accordance with, these Articles. Any person so appointed by the Directors shall retire at the next annual general meeting and shall then be eligible for reappointment. If any such Director is not reappointed or deemed to be reappointed at such meeting, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

**ALTERNATE DIRECTORS**

98.1 **Power to appoint alternate Directors**

Any Director (other than an alternate Director) may, at any time by notice in writing, appoint any person willing to act and permitted by law to do so (including another Director) to be his alternate Director, and may, in like manner, at any time terminate such appointment. If such alternate Director is not another

Director, such appointment, unless previously approved by a majority of the other Directors, shall have effect only upon and subject to being so approved.

98.2 **Termination**

An alternate Director shall cease to be an alternate Director:

- (i) on the happening of any event which, if it occurred in relation to his appointor, would result in the termination of the appointor's appointment as a Director;
- (ii) if his appointor ceases to be a Director; or
- (iii) if applicable, the approval of the Directors to his appointment is withdrawn,

provided that if, at any meeting, any Director retires under any provisions of these Articles but is re-elected at the same meeting, any appointment made by him pursuant to this Article 98 which was in force immediately before his retirement shall remain in force as though he had not retired.

An alternate Director may, by writing under his hand and deposited at the office or delivered at a meeting of the Directors, resign such appointment.

98.3 **Rights of an alternate Director**

An alternate Director shall be entitled to receive notices of meetings of the Directors and of committees of the Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not present, and generally to perform all the functions of his appointor as a Director in his absence. An alternate Director shall not (unless the Company by ordinary resolution otherwise determines) be entitled to any fees for his services as an alternate Director, but shall be entitled to be paid such expenses as might properly have been paid to him if he had been a Director.

98.4 **Other provisions regarding alternate Directors**

Save as otherwise provided in these Articles, an alternate Director shall:

- (i) be deemed for all purposes to be a Director;
- (ii) alone be responsible for his own acts and omissions;

- (iii) in addition to any restrictions which apply to him personally, be subject to the same restrictions as his appointor; and
- (iv) not be deemed to be the agent of or for the Director appointing him.

## **PROCEEDINGS OF DIRECTORS**

### **99. Meetings of Directors**

Subject to the provisions of these 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. Questions arising at any meeting shall be determined by a majority of votes. In the event of an equality of votes, the chairman of the meeting shall have a second or casting vote (unless he is not entitled to vote on the resolution in question). A Director may, and the Secretary at the request of a Director shall, at any time summon a meeting of the Directors. Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is given to him personally or sent in writing to him at his last known postal address or sent to any other postal address in the United Kingdom given by him to the Company for this purpose or sent to the last electronic address notified by the Director to the Company. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of Directors shall, during his absence, be sent in writing to him at his last known postal address or sent to any other postal address in the United Kingdom given by him to the Company for this purpose or sent to an electronic address notified by the Director to the Company but, in the absence of any such request, it shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. Such notices, however, need not be given any earlier than notices given to Directors not so absent. A Director may waive notice of any meeting either prospectively or retrospectively. Without prejudice to the first sentence of this Article 99, a meeting of the Directors, or of a committee of the Directors, may consist of a conference between Directors who are not all in one place, but of whom each is able to speak to each of the other participating Directors and to be heard by each of the other participating Directors simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting participates at the start of the meeting. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of Directors required to form a quorum. The word "meeting" when referring to a meeting of the Directors, or of a committee of the Directors, in these Articles shall be construed accordingly.



100. **Authority to vote**

A Director who is unable to attend any meeting of the Directors and has not appointed an alternate Director may authorise any other Director to vote for him at that meeting, and in that event the Director so authorised shall have a vote for each Director by whom he is so authorised in addition to his own vote provided that he shall only be counted once in the quorum at the meeting. Any such authority must be in writing or by cable, telegram, telex, facsimile or electronic means a hard copy of which, must be produced at the meeting at which the same is to be used and be left with the Secretary for retention.

101. **Quorum**

No business shall be transacted at any meeting of the Directors unless a quorum is present. The quorum may be fixed by the Directors. If the quorum is not fixed by the Directors, the quorum shall be two. A Director shall not be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote (or when his vote cannot be counted) but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting. An alternate Director who is not himself a Director shall, if his appointor is not present, be counted in the quorum. An alternate Director who is himself a Director shall only be counted once for the purpose of determining if a quorum is present.

102.1. **Directors' powers to vote**

Subject to the provisions of these Articles, a Director shall not vote at a meeting of the Directors on any resolution concerning a matter in which he has, directly or indirectly, a material interest (other than an interest in shares, debentures or other securities of, or otherwise in or through, the Company), unless his interest arises only because the case falls within one or more of the following sub-paragraphs:

- (i) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiary undertakings;
- (ii) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiary undertakings for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

- (iii) the resolution relates to the giving to him of any other indemnity which is on substantially the same terms as indemnities given or to be given to all of the other directors and/or to the funding by the Company of his expenditure on defending proceedings or the doing by the Company of anything to enable him to avoid incurring such expenditure where all other Directors have been given or are to be given substantially the same arrangements;
- (iv) the resolution relates to the purchase or maintenance for any Director or Directors of insurance against any liability;
- (v) his interest arises by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any shares in or debentures or other securities of the Company for subscription, purchase or exchange;
- (vi) the resolution relates to an arrangement for the benefit of the employees and Directors and/or former employees and former Directors of the Company or any of its subsidiary undertakings, and/or the members of their families (including a spouse or civil partner or a former spouse or former civil partner) or any person who is or was dependent on such persons, including but without being limited to a retirement benefits scheme and an employees' share scheme, which does not accord to any Director any privilege or advantage not generally accorded to the employees and/or former employees to whom the arrangement relates;
- (vii) the resolution relates to a transaction or arrangement with any other company in which he is interested, directly or indirectly (whether as a Director or shareholder or otherwise), provided that he is not the holder of or beneficially interested in one per cent or more of any class of the equity share capital of that company and not entitled to exercise one per cent or more of the voting rights available to members of the relevant company (and for the purpose of calculating the said percentage there shall be disregarded (i) any shares held by the Director as a bare or custodian trustee and in which he has no beneficial interest; (ii) any shares comprised in any authorised unit trust scheme in which the Director is interested only as a unit holder; and (iii) any shares of that class held as treasury shares);

#### 102.2 **Consideration of appointment of two or more Directors**

Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately and

(provided he is not for any reason precluded from voting) each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution, except that concerning his own appointment.

**102.3 Materiality of Directors' interests**

If any question shall arise at any meeting as to the entitlement of any Director to vote, and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting (or, if the Director concerned is the chairman, to the other Directors at the meeting) and his ruling in relation to any Director other than himself (or, as the case may be, the ruling of the majority of the other Directors in relation to the chairman) shall be final and conclusive.

**102.4 Interests of alternate Directors**

In the case of an alternate Director, the interest of his appointor shall be treated as an interest of the alternate Director in addition to any interest which the alternate Director may have.

**102.5 Suspension or relaxation of prohibition on voting**

The Company may by ordinary resolution suspend or relax to any extent, in respect of any particular matter, any provision of these Articles prohibiting a Director from voting at a meeting of the Directors or of a committee of the Directors.

**103. Power of Directors if number falls below minimum**

The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but if, and so long as, the number of Directors is reduced below the number fixed as the minimum, or the quorum required for a meeting of the Directors (or both), the continuing Directors or Director may act for the purpose of filling up such vacancies or of convening general meetings of the Company, but not for any other purpose. If there are no Directors or Director able or willing to act, then any two members may convene a general meeting for the purpose of appointing Directors.

104. **Chairman, deputy chairmen and vice-chairmen**

The Directors may from time to time elect a chairman (or make any appointment by them of a Director conditional upon his becoming the chairman) and one or more deputy chairman and one or more vice-chairman and determine the period for which each is to hold office. Any chairman or deputy chairman or vice-chairman so elected without any fixed period of office shall, if he be re-elected a Director following retirement at any annual general meeting, continue as chairman, deputy chairman or vice-chairman (as the case may be) unless the Directors otherwise determine. The chairman or, in his absence, one of any deputy chairman or, in his or their absence, one of any vice-chairman shall preside at meetings of the Directors, but if no chairman or deputy chairman or vice-chairman shall have been elected or, if at any meeting none of them is present within ten minutes after the time appointed for holding the same and willing to act, the Directors present may choose one of their number to be chairman of the meeting. If at any time there is more than one deputy chairman or vice-chairman, the right to preside at a meeting of Directors shall be determined as between the deputy chairmen or vice-chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.

105. **Resolutions in writing**

A resolution in writing, agreed to by all the Directors entitled to receive notice of a meeting of the Directors and who would be entitled to vote (and whose vote would have been counted) on the resolution at a meeting of the Directors shall (if that number is sufficient to constitute a quorum) be as valid and effectual as a resolution passed at a meeting of the Directors duly convened and held. A resolution in writing is adopted when all such Directors have signed one or more copies of it or have otherwise indicated their agreement to it in writing. A resolution agreed to by an alternate Director, however, need not also be agreed to by his appointor and, if it is agreed to by a Director who has appointed an alternate Director, it need not also be agreed to by the alternate Director in that capacity.

106 **Committees of Directors**

- 106.1 (i) Subject to the provisions of these Articles, the Directors may delegate all or any of their powers, authorities or discretions conferred on them under the Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories and on such terms and conditions as they think fit.

- (ii) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to who they are delegated.
- (ii) The Directors may revoke any delegation in whole or in part, or alter its terms and conditions.
- (iii) The power to delegate under this article includes power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any other Director.

106.2 Subject to Article 106.3, the proceedings of any committee appointed under paragraph (i) of this Article with two or more members shall be governed by such of these Articles as regulate the proceedings of Directors so far as they are capable of applying.

106.3 The Directors may make rules regulating the proceedings of such committees, which shall prevail over any rules derived from these Articles pursuant to Article 106.2 if, and to the extent that, they are not consistent with them.

106.4 References to a committee of the Directors are to a committee established in accordance with these articles, whether or not comprised wholly of Directors.

107. **Use of designation 'director'**

The Directors may appoint any person to any office or employment having a designation or title including the word "director", or attach to any existing office or employment with the Company such a designation or title, and may terminate such appointment or the use of any such designation or title. Unless the appointment of the holder has been recorded in the register of directors maintained by the Company in accordance with the Acts, inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, nor shall the holder thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the purposes of these Articles.

108. **Validity of proceedings**

All acts done by any meeting of Directors or of any committee established under Article 106.1 or by any person acting as a Director (or as an alternate of a Director) or member of such committee shall, as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any such Director (or his alternate), member of such committee or person acting as aforesaid, or that any such Director (or his alternate), member or person was disqualified or had vacated office, or

was not entitled to vote, be as valid as if any such person had been duly appointed and was qualified and had continued to be a Director (or alternate Director) or member of such committee and had been entitled to vote.

### **GENERAL POWERS OF DIRECTORS**

#### **109. Business to be managed by the Directors**

The business and affairs of the Company shall be managed by the Directors who, subject to the provisions of these Articles and to any directions being not inconsistent with the aforesaid provisions given by special resolution of the Company to take, or refrain from taking, specified action, may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The general powers given by this Article 109 shall not be limited, or restricted, by any special authority or power given to the Directors by these Articles or by resolution of the Company and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

#### **110. Power to change the Company's name**

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

#### **111. Local boards**

The Directors may make such arrangements as they think fit for the management and transaction of the Company's affairs in any specified locality, whether in the United Kingdom or elsewhere, and, without prejudice to the generality of the foregoing, may at any time, and from time to time, (i) establish any regional, divisional or local boards, committees or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, (ii) appoint any one or more of the Directors, or any other person or persons, to be members of such regional, divisional or local boards or committees, or to be regional, divisional or local directors, managers or agents, and may fix their remuneration, (iii) delegate to any regional, divisional or local boards or committees or any regional, divisional or local directors, managers or agents any of the powers, authorities and discretions vested in the Directors (other than the powers of borrowing and making calls) with power to sub-delegate, (iv) authorise the members of any regional, divisional or local boards or committees, or any of them, to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and

subject to such conditions as the Directors may think fit and (v) remove any person so appointed, fix the quorum of any regional, divisional or local boards or committees and annul or vary any such delegation, but no person dealing in good faith and without notice of any such removal, annulment or variation shall be affected thereby.

112. **Powers of attorney**

The Directors may, from time to time and at any time, by power of attorney or otherwise, appoint any person or undertaking, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period, and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. The Directors may remove any person or undertaking appointed under this Article 112 and may annul or vary any such sub-delegation but no person dealing in good faith and without notice of any such removal, annulment or variation shall be affected thereby.

113. **Overseas branch registers**

Subject to and to the extent permitted by the Statutes, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory outside the United Kingdom an overseas branch register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit in respect of the keeping of any such register.

114. **Cheques, etc**

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

## **BORROWING POWERS**

### 115. **General power to borrow**

Subject as provided in Article 116, the Directors may exercise all the powers of the Company to borrow money and to mortgage, pledge, charge or grant any security over all or any part of its undertaking, property and assets (present and future) and uncalled capital and, subject to the Statutes, to issue debentures, debenture stock and other securities whether terminable, redeemable or perpetual and whether outright or as collateral security for any guarantee, debt, liability or obligation of the Company or of any third party.

### 116. **Borrowing powers**

#### 116.1 **Definitions for and interpretation of Article 116**

For the purposes of this Article 116:-

**"Accounts"** means, in relation to any company in the Group, the latest audited accounts of that company;

**"Consolidated Accounts"** means the latest audited consolidated accounts of the Group;

**"debenture"** has the same meaning as in section 738 of the 2006 Act;

**"equity share capital"** has the same meaning as in section 548 of the 2006 Act;

**"Exceptional Items"** means items which individually or, if of a similar type, in aggregate, need to separately disclosed in a set of accounts by virtue of their size or incidence if the set of accounts are to present fairly the financial performance of the entity concerned;

**"Excepted Foreign Currency Borrowings"** means moneys borrowed denominated or repayable in a currency other than sterling which have the benefit of an exchange cover scheme;



**"exchange cover scheme"** means an H.M. Treasury exchange cover scheme, forward currency contract, currency option, back-to-back loan, swap or other arrangement taken out or entered into to reduce the risks associated with fluctuations in the exchange rates;

**"finance lease"** means a contract between a lessor and a member of the Group as lessee or sub-lessee where substantially all the risks and rewards of the ownership of the asset leased or sub-leased are to be borne by the lessee or sub-lessee;

**"Group"** means the Company and its subsidiary undertakings for the time being and "member of the Group" shall be construed accordingly;

**"hire purchase agreement"** means a contract of hire between a hire purchaser lender and a member of the Group as hirer;

**"Cash and Cash Equivalents"** means at any time the aggregate of:-

- (i) cash at bank and in hand;
- (ii) deposits (including, for the avoidance of doubt, certificates of deposit) for a term not exceeding twelve months and money at call; and
- (iii) securities which are issued by the Government of the United Kingdom which are traded on a recognised investment exchange;

**"Latest Accounts"** means in the case where:-

- (i) the Company has no subsidiary undertakings the latest published Accounts of the Company; or
- (ii) the Company has subsidiary undertakings but there is no Consolidated Accounts of the Group, the respective latest published Accounts of the companies comprising the Group; or
- (iii) the Company has subsidiary undertakings only some of whose Accounts are consolidated in the latest published Consolidated Accounts of the Group, the latest published Consolidated

Accounts of the Group together with the latest published Accounts of those subsidiaries whose Accounts are not included in the Consolidated Accounts of the Group; or

- (iv) the Company has subsidiary undertakings all of whose Accounts are consolidated in the latest published Consolidated Accounts of the Group, the latest published Consolidated Accounts of the Group;

**"moneys borrowed"** shall be interpreted in accordance with Article 116.4;

**"outside interests"** means the proportion of the nominal amount of the issued equity share capital of a partly-owned subsidiary undertaking which is not attributable, directly or indirectly, to the Company; and

**"subsidiary undertaking"** shall be construed as a subsidiary undertaking of the Company and **"subsidiary undertakings"** shall be construed accordingly.

#### 117.2 Maximum limit on borrowings

The Directors shall restrict the moneys borrowed by the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate principal amount (including any fixed or minimum premium payable on final redemption or repayment) at any one time outstanding in respect of all moneys borrowed (whether secured or not) by the Group (exclusive of moneys borrowed by any member of the Group from any other member of the Group, subject to paragraph 116.4.3 of Article 116.4), subject as hereinafter provided, shall not without the previous sanction of an ordinary resolution of the Company exceed an amount equal to five times Consolidated EBITDA.

#### 116.3 Consolidated EBITDA

For the purposes of this Article 116, the expression "Consolidated EBITDA" shall mean the consolidated profits of the Group excluding Exceptional Items interest, finance income, finance charges, taxation, depreciation and intangible asset expenses, for the twelve month period covered by the Latest Accounts.

Consolidated EBITDA will be determined with reference to the Latest Accounts.

#### 116.4 Moneys borrowed

116.4.1 For the purposes of this Article 116, "moneys borrowed" shall be, subject to any specific inclusions or exclusions specified in this Article 116, the total "borrowings" as shown in the Latest Accounts less the total Cash and Cash Equivalents shown in the Latest Accounts, such that the "borrowings" are, in accordance with paragraph 116.4.4 below, reduced by the amount of the Cash and Cash Equivalents.

If Cash and Cash Equivalents exceed "borrowings", for the purposes of this Article 116, "moneys borrowed" shall be deemed to be nil.

For the avoidance of doubt, for the purposes of this Article 116, "moneys borrowed" shall be deemed to include (but shall not be restricted to) the following, except in so far as otherwise taken into account:-

- (i) the principal amount for the time being outstanding and owing by a member of the Group in respect of any loan capital or debenture, whether issued, in whole or in part, for cash or otherwise;
- (ii) the principal amount raised by a member of the Group by acceptances under any acceptance credit opened on its behalf and in its favour by any bank or accepting house (not being acceptances in respect of the purchase or sale of goods or the provision of services in the ordinary course of business which are outstanding for six months or less);
- (iii) the nominal amount of any issued share capital and the principal amount of any borrowings of any person (together, in each case, with any fixed or minimum premium payable on final redemption or repayment) the redemption or repayment of which is guaranteed or is wholly or (to the extent that the same is partly secured) partly secured or the subject of an indemnity granted by a member of the Group (but excluding any such share capital which is for the time being beneficially owned by, and (as determined in accordance with paragraph 116.4.3 below) any such borrowings which are for the time being owed to, a member of the Group);

- (iv) the nominal amount of any share capital (not being equity share capital) of any subsidiary undertaking owned otherwise than by the Company or another subsidiary undertaking;
- (v) any fixed or minimum premium payable on final redemption or repayment of any loan capital, debentures, share capital or other moneys borrowed (or, in the case of an index-linked stock or other index-linked obligation, the highest amount that would be repayable thereon under the provisions of the instrument constituting or regulating such stock or obligation if such stock or obligation was to be redeemed on the date on which the calculation falls to be made); and
- (vi) any capital amount in respect of a hire purchase agreement or of a finance lease payable in either case by a member of the Group which would be shown as being so payable in a balance sheet prepared in accordance with the accounting principles used in the preparation of the Latest Accounts.

116.4.2 For the purposes of this Article 116, "moneys borrowed" shall be deemed not to include the following:-

- (i) borrowings incurred by a member of the Group for the purpose of financing any contract in respect of which any part of the price receivable under the contract by that or any other member of the Group is guaranteed or insured by the Export Credits Guarantee Department or by any other governmental department or agency fulfilling a similar function up to an amount equal to that part of the price receivable under the contract which is so guaranteed or insured;
- (ii) borrowings by a member of the Group before, and outstanding after, it becomes a subsidiary undertaking of the Company and amounts secured on an asset before, and remaining so secured after, it is acquired by a member of the Group until six months after the undertaking becomes a subsidiary undertaking or the asset is acquired, as the case may be;

- (iii) any guarantee or indemnity given by any member of the Group in respect of an amount or obligation deemed not to be "moneys borrowed" under the provisions of this Article 116; and
- (iv) amounts borrowed (including any fixed or minimum premium payable on repayment (or, in the case of an index-linked stock or other index-linked obligation, the highest amount that would be repayable thereon under the provisions of the instrument constituting or regulating such stock or obligation if such stock or obligation were to be redeemed on the date on which the calculation falls to be made)) for the purpose of repaying (and intended to be so applied within six months of being first borrowed) the whole or any part of borrowings or other indebtedness of any member of the Group for the time being outstanding pending their application for such purpose within such period.

116.4.3 For the purposes of this Article 116:-

- (i) moneys borrowed by a partly-owned subsidiary undertaking and not owing to another member of the Group shall (notwithstanding paragraph 116.4.1 above) be taken into account subject to the exclusion of a proportion of such moneys borrowed attributable to outside interests;
- (ii) moneys borrowed from and owing to a partly-owned subsidiary undertaking by another member of the Group shall, subject to paragraph 116.4.1 above and sub-paragraph (iii) below, be taken into account to the extent of the proportion of such moneys borrowed attributable to the outside interests in such partly owned subsidiary undertaking; and
- (iii) in the case of moneys borrowed from and owing to a partly-owned subsidiary undertaking by another partly-owned subsidiary undertaking, the amount which would otherwise be taken into account under sub-paragraph (ii) above shall be

reduced to the extent of the proportion of such amount which is attributable to the outside interests in the borrowing subsidiary undertaking.

116.4.4 There shall be off-set against the amount of moneys borrowed any amounts beneficially owned by a member of the Group which represent the value of Cash and Cash Equivalents which would be shown as current assets in a balance sheet prepared in accordance with the accounting principles used in the preparation of the Latest Accounts, subject, in the case of Cash and Cash equivalents which are beneficially owned by a partly-owned subsidiary undertaking, to the exclusion of a proportion thereof attributable to outside interests.

116.4.5 For the avoidance of doubt, no amount shall be taken into account more than once in any calculation of moneys borrowed.

#### 116.5 Conversion into sterling

When the aggregate principal amount of borrowings required to be taken into account on any particular date is being ascertained, any particular borrowing which is then outstanding and which is denominated or repayable in a currency other than sterling shall:-

- (i) with the exception of Excepted Foreign Currency Borrowings, be translated into sterling at the rate of exchange prevailing in London at the close of business on the last business day before that date or, if it would result in a lower figure, at the rate of exchange prevailing in London at the close of business on the last business day six months before that time and so that, for these purposes, the rate of exchange shall be taken as the spot rate in London recommended by a London clearing bank selected by the Directors as being the most appropriate rate for the purchase by the Company of the currency and amount in question for sterling at the time in question; and
- (ii) in the case of any Excepted Foreign Currency Borrowings, be translated into sterling at the rate of exchange which would be applicable to such moneys borrowed on their repayment to the extent that such rate of exchange is fixed under any exchange cover scheme in connection with such moneys borrowed, provided that, where it is not possible to determine the rate of exchange applicable at the time of repayment of such moneys borrowed, they shall be

translated into sterling under the terms of the applicable exchange cover scheme on such basis as may be agreed with, or determined by, the auditors or, if it is agreed with the auditors not to be practicable, in accordance with the provisions of sub-paragraph (i) above.

Where any deduction, exclusion or adjustment requires to be made for the purpose of ascertaining the Consolidated EBITDA in accordance with Article 116.3 and the amount of such deduction, exclusion or adjustment is in a currency other than sterling, the appropriate deduction, exclusion or adjustment shall be made after such amount has been translated into sterling at the rate of exchange used in the preparation of the Latest Accounts and, if there is no such rate, the rate of exchange prevailing in London at the close of business on the last business day in the financial period to which the Latest Accounts relate.

#### **116.6 Fluctuating amounts of moneys borrowed**

The Company shall not be in breach of the borrowing limit under this Article 116 by reason of the limit being exceeded as a result only of any fluctuation in rates of exchange or any other matter wholly outwith the control of the Company provided that within six months of the Directors becoming aware of any such fluctuations or change which would but for this provision have caused such a breach the aggregate principal amount as aforesaid is reduced to an amount not exceeding the said limit.

#### **116.7 Validity of borrowing arrangements**

No person dealing with the Company or any of its subsidiary undertakings in good faith shall, by reason of the foregoing provisions, be concerned to see or inquire whether the limits imposed by this Article 116 are observed, and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or the security was given, express notice that the said limit had been or would thereby be exceeded. A certificate signed by two Directors that the amount of any moneys borrowed is within the said limits shall for the purposes of this Article 116.7 be conclusive evidence in any question between any such person and the Company.

#### 116.8 Certification by auditors

A certificate or report by the auditors as to the amount of Consolidated EBITDA or as to the amount of moneys borrowed or to the effect that the limit imposed by this Article 116 has or has not been or will or will not be exceeded at any particular time or times shall be conclusive evidence of the amount or of that fact.

#### SECRETARY

#### 117. Secretary

The company secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any such company secretary so appointed may, at any time, be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit by the Directors, two or more persons may be appointed as joint company secretaries. The Directors may also appoint, from time to time, on such terms as they may think fit, one or more deputy company secretaries and assistant company secretaries. Anything by the Statutes or by these Articles required or authorised to be done by or to the company secretary may, if the office is vacant or there is for any other reason no company secretary capable of acting, be done by or to any deputy or assistant company secretary, or if there is no deputy or assistant company secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors. Anything by the Statutes or by these Articles required or authorised to be done by or to a Director and the company secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in the place of, the company secretary.

#### SEALS

#### 118. Common and securities seals

118.1 The Directors shall provide for the safe custody of any seal and any securities seal and neither shall be used without the authority of the Directors or a committee authorised by the Directors on their behalf. The Directors may determine whether any instrument to which the seal is affixed shall be signed and, if it is to be signed, who shall sign it. Unless otherwise determined by the Directors:



- (i) share certificates and, subject to the provisions of any instrument constituting the same, certificates issued under the seal in respect of any debentures or other securities, need not be signed and any signature may be applied to any such certificate by any mechanical or other means or may be printed on it; and
- (ii) every other instrument to which the seal is affixed shall be signed by two Directors of the Company; or one Director and the secretary of the Company; or at least one authorised person in the presence of a witness who attests the signature. For this purpose an authorised person is any Director or the secretary of the Company, or any person authorised by the Directors for the purpose of signing instruments to which the seal is affixed.

118.2 The Company may have an official seal for use in any place abroad. Such a seal shall be used only by the authority of a resolution of the Directors or a committee of the Directors.

### **AUTHENTICATION OF DOCUMENTS**

#### **119. Authentication of documents**

Any Director or the Secretary or any person appointed by the Directors or by a duly authorised committee of the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company (whether in an instrument or electronic form), any resolutions passed by the Company or the Directors or any committee of the Directors (whether in physical form or electronic form) and any books, records, documents and accounts relating to the business of the Company (whether in physical form or electronic form), and to certify copies thereof or extracts therefrom as true copies or extracts. Where any books, records, documents or accounts are elsewhere than at the office the officer, servant or agent of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or any class of members of the Company or of the Directors or any committee of the Directors which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes are or such extract is a true and accurate record of proceedings at a duly constituted meeting.

**MINUTES AND BOOKS****120. Keeping of minutes and books**

The Directors shall cause minutes to be made in books to be provided for the purpose:-

- (i) of all appointments of officers made by the Directors;
- (ii) of the names of the Directors or their alternates and any other persons present at each meeting of Directors and of any committee formed under Article 106.1; and
- (iii) of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees formed under Article 106.1.

Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

**121. Safeguarding of minutes and books**

Any register, index, minute book, book of account or other book required by these Articles or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner authorised by the Statutes. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating discovery of falsification. Minutes shall be retained for at least ten years from the date of the appointment or meeting and shall be kept available for inspection in accordance with the Acts.

**DIVIDENDS****122. Declaration and apportionment of dividends**

The Company may, by ordinary resolution, declare dividends in accordance with the respective rights of the members, but no dividend shall be payable except out of the profits of the Company available for distribution under the provisions of the Statutes and these Articles or in excess of the amount recommended by the Directors.

Subject to any priority, preference or special rights as to dividends attached by or in accordance with these Articles to any class of shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. If any share is issued on terms that it ranks for dividend as from a particular date, it shall rank for dividend accordingly. In any other case (and except as aforesaid) dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article 122, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

123. **Interim dividends**

The Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay, at intervals settled by them, any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. If the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferential rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

124. **Interest not payable**

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

125. **Permitted deductions**

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

126. **Retention of dividends**

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

127. **Waiver of dividends**

The waiver, in whole or in part, of any dividend on any share by any document shall be effective only if such document is signed by the holder (or the person entitled to the share in consequence of a transmission event) and delivered to the Company and if, or to the extent that, the same is accepted as such or acted upon by the Company.

128. **Unclaimed dividends**

Without prejudice to the operation of Article 129, all dividends or other moneys payable on, or in respect of, a share unclaimed after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. The payment by the Directors of any unclaimed dividend or other moneys payable on, or in respect of, a share into a separate account shall not constitute the Company a trustee in respect thereof.

129. **Forfeiture of unclaimed dividends**

Any dividend unclaimed after a period of twelve years from the date on which such dividend became due for payment shall, if the Directors so resolve, be forfeited and shall revert to the Company.

130. **Dividends in specie**

The Company may, upon the recommendation of the Directors, by ordinary resolution direct payment of a dividend, in whole or in part, by the distribution of specific assets (and in particular of paid up shares or debentures of any other company) to the member or person entitled thereto in consequence of a transmission event and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and, in particular, may (i) issue fractional certificates or may authorise any person to sell and transfer any fractions or may disregard fractions altogether and fix the value for distribution

of such specific assets or any part thereof, (ii) determine that cash payments shall be made to any members on the basis of the value so fixed in order to adjust the rights of those entitled to participate in the dividend and (iii) vest any such specific assets in trustees.

131. **Procedure for payment**

131.1 Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque, warrant or other financial instrument sent through the post to the registered address of the member or person entitled thereto in consequence of a transmission event (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of a transmission event, to any one of such persons), or to such person and such address as such member or person or persons may in writing direct. Every such cheque, warrant or other financial instrument shall be made payable to, or to the order of, the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of a transmission event may in writing direct. Any such cheque, warrant or other financial instrument may be crossed "account payee only" although the Company shall not be obliged to do so. Any such dividend or other moneys may also be paid by any bank or other funds transfer system as the Directors may consider appropriate and to or through such person as the member or the person entitled thereto in consequence of a transmission event (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of a transmission event, any one of such persons) may in writing direct and the Company shall have no responsibility for any such dividend and other moneys lost or delayed in the course of any such transfer or when it has acted on any such direction. In respect of shares in uncertificated form, every such payment made by means of the relevant system referred to in Article 131.2 (ii) below shall be made in such manner as may be consistent with the facilities and requirements of the relevant system concerned. Without prejudice to the generality of the foregoing, in respect of shares in uncertificated form, such payment may include the sending by the Company or by any person on its behalf of an instruction to the Operator of the relevant system to credit the cash memorandum account of the holder or joint holders of such shares. Payment of the cheque, warrant or other financial instrument by the bank or other financial institution upon whom it is drawn or transfer of the funds by the bank or institution instructed to make the same or, in the case of shares in uncertificated form, the making of payment by means of the relevant system concerned, shall be a good discharge to the Company. Every such cheque, warrant or other financial instrument shall be sent and every such transfer of funds shall be made at the risk of the person or persons entitled to the money represented thereby. If any such cheque, warrant or other financial instrument has, or shall be alleged to have been, lost, stolen or destroyed, the Directors may, at the request of the person entitled thereto, issue a replacement cheque, warrant or other financial instrument subject to compliance with such conditions as

to evidence and indemnity and the payment of such out-of-pocket expenses incurred by the Company in connection with the request as the Directors may think fit.

131.2 Notwithstanding any other provision of these Articles relating to payments in respect of shares, where:-

- (i) the Directors determine to make payment in respect of uncertificated shares through the relevant system, the Directors may also determine to enable any holder of uncertificated shares to elect not to so receive dividends through the relevant system and, in such event the Directors shall establish procedures to enable such holder to make, vary or revoke any such election; and
- (ii) the Company receives an authority in respect of such payments in respect of shares in a form satisfactory to the Directors from a holder of any share being the person entitled to the share in consequence of a transmission event (or, if there are two or more such persons, any one of them) (whether such authority is given in writing or by means of the relevant system or otherwise), then the Company may make, or procure the making of, such payments in accordance with such authority and any payment made in accordance with such authority shall constitute a good discharge of such payment.

**131.2 Cessation of payment to untraced shareholders**

If, on two or more consecutive occasions, cheques, warrants or other financial instruments in payment of dividends or other moneys payable on, or in respect of, any share have been sent through the post in accordance with the provisions of Article 131.1 but have been returned undelivered or left uncashed during the periods for which the same are valid or if, following one such occasion, reasonable enquiries have failed to establish any new postal address or account of the person entitled to payment, the Company need not thereafter despatch further cheques, warrants or other financial instruments in payment of dividends or other moneys payable on or in respect of the share in question until the member or other person entitled thereto shall have communicated with the Company in respect of the share and supplied in writing to the transfer office a postal address or account to be used for the purpose.

132. **Receipts where joint holders**

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

133. **Scrip dividends**

Subject to approval by ordinary resolution of the Company, the Directors may, in respect of any dividend declared or proposed to be declared at any time during the period specified in such resolution (and provided that the Company has sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined), determine and announce that shareholders will be entitled to elect to receive in lieu of any cash dividend (or part thereof) an allotment of additional shares credited as fully paid. Any such announcement shall, where practicable, be made prior to or contemporaneously with the announcement of the dividend in question (the "**relevant dividend**") and any related information as to the Company's profits for such financial period or part thereof. In any such case the following provisions shall apply:-

- (i) the basis of allotment shall be determined by the Directors so that, as nearly as may be considered convenient, the value calculated by reference to the average quotation of the additional shares to be allotted in lieu of any amount of relevant dividend shall be as nearly as possible equal (but not greater than) such amount (disregarding any tax credit). For such purpose the "average quotation" of a share shall be the average of the middle market quotations of shares of the same class on the London Stock Exchange, as derived from the Daily Official List of the London Stock Exchange, on each of the first five consecutive business days on which such shares are quoted "ex" the relevant dividend, or in such manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the auditors as to the amount of the average quotation in respect of any relevant dividend shall be conclusive evidence of that amount;
- (ii) no fraction of a share shall be allotted and the directors may make such provision for fractional entitlements as they think fit, including provision:

- (a) For the whole or part of the benefit of fractional entitlements to be disregarded or to accrue to the Company; or

- (b) For the value of fractional entitlements to be accumulated on behalf of a member (without entitlement to interest) and applied in paying up new shares in connection with a subsequent offer by the *Company of the right to receive shares instead of cash in respect of a future dividend*;
- (ii) the Directors shall, after determining the basis of allotment, give notice in writing to the members of the right of election accorded to them and (except in the case of any holder from whom the Company has received written notice in such form as the directors may require which is effective for the purposes of the relevant dividend that such holder wishes to receive shares instead of cash in respect of all future dividends in respect of which a *right of election is offered*) shall send with or following such notice forms of election specifying the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be received in order to be effective;
- (iii) the relevant dividend (or that part of the relevant dividend in respect of which a right of election has been accorded) shall not be payable on shares in respect whereof the share election has been duly exercised (the "**elected shares**"), and in lieu thereof additional shares shall be allotted to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or profit and loss account as the Directors may determine a sum equal to the aggregate nominal amount of additional shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis;
- (iv) the additional shares so allotted shall rank *pari passu* in all respects with the fully paid shares then in issue, save only as regards participation in the relevant dividend (or share election in lieu);
- (v) the Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation and may authorise any person to enter into, on behalf of all the members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned;
- (vi) notwithstanding the foregoing, the Directors may at any time prior to payment of the relevant dividend determine, if it appears to them desirable to do so because of a change in circumstances, that the relevant dividend shall be payable wholly in cash after all and if they so determine then all elections



made shall be disregarded. The relevant dividend shall be payable wholly in cash if the ordinary share capital of the Company ceases to be listed in the Official List of the London Stock Exchange at any time prior to the due date of issue of the additional shares or if the listing is suspended and not reinstated by the date immediately preceding the due date of such issue; and

- (vii) the Directors may on occasion determine that rights of election shall only be made available subject to such exclusions, restrictions or other arrangements as they shall in their absolute discretion deem necessary or desirable in order to comply with legal or practical problems under the laws of, or the requirements of any recognised regulatory body or stock exchange in, any territory.

### **CAPITALISATION OF PROFITS AND RESERVES**

#### **134. Capitalisation of profits and reserves**

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

- (i) subject as provided in this Article, resolve to capitalise any profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or other fund including the Company's share premium account, capital redemption reserve, merger reserve or revaluation reserve;
- (ii) appropriate the sum resolved to be capitalised to the members in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid up and the sum was then distributable and was distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full shares (of more than one class, if appropriate) or debentures of the Company of a nominal amount equal to that sum, and allot such shares or debentures credited as fully paid up to those members, or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve and any profits which are not available for distribution may, for the purposes of this Article 134, only be applied in paying up shares to be allotted to members credited as fully paid up, and where the amount capitalised in accordance with this Article 134 is applied in paying up in full shares, the Company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by the Company as treasury shares and the

proportionate entitlement of the relevant class of members to the distribution will be calculated accordingly;

- (iii) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividend only to the extent that the latter shares rank for dividend;
- (iv) make such provision by the issue of fractional certificates or other fractional entitlements (or by ignoring fractions) or by payment in cash or otherwise as they think fit in the case of shares or debentures becoming distributable in fractions (including provision whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned);
- (v) authorise any person to enter, on behalf of all the members concerned, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members; and
- (vi) generally do all acts and things required to give effect to such resolution as aforesaid.

### 135. **Avoidance of discounts on exercise of employees' share options**

135.1 Where, pursuant to an employees' share scheme, the Company has granted options to subscribe for shares on terms which provide, *inter alia*, for adjustments to the subscription price payable on the exercise of such options or to the number of shares to be allotted upon such exercise in the event of any increase or reduction in or other reorganisation of the Company's issued share capital and an otherwise appropriate adjustment would result in the subscription price for any share being less than its nominal value, then the Directors may, on the exercise of any of the options concerned and payment of the subscription price which would have applied had such adjustment been made, capitalise any such profits or other sum as is mentioned in Article 134 to the extent necessary to pay up the unpaid balance of the nominal value of the shares which fall to be allotted on the exercise of such options and apply such amount in paying up such balance and allot such shares fully paid accordingly.

135.2 The provisions of sub-paragraphs (i) to (vi) inclusive of Article 134 shall apply with the necessary alterations to this Article 135 (but as if the authority of an ordinary resolution of the Company were not required).

**ACCOUNTS****136. Right to inspect accounts**

No member (other than a Director) shall, merely by virtue of being a member of the Company, have any right of inspecting any account or book or document of the Company except as conferred by the Statutes or ordered by a court of competent jurisdiction or authorised by the Directors or by an ordinary resolution of the Company.

**137. Preparation and laying of accounts**

The Directors shall, from time to time in compliance with the provisions of the Statutes, cause to be prepared and to be laid before a general meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be required by the Statutes.

**138. Accounts to be sent to members**

Subject to the provisions of Article 139, a printed copy of every balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be attached or annexed thereto) and of the Directors' and auditors' reports shall, not less than twenty one days before the date of the meeting, be sent or supplied in accordance with Articles 142 to 148 to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles. Whenever a listing or quotation on any stock exchange for all or any of the shares or debentures or other securities of the Company shall for the time being be in force, there shall be forwarded to the appropriate officer of such stock exchange such number of copies of such documents as may for the time being be required under its regulations or practice.

**139. Summary financial statements**

The Company need not, subject to the provisions of the Statutes or any regulations made thereunder and the rules of the UK Listing Authority so permitting and if the Directors so decide, send copies of the documents specified in Article 138 to those persons mentioned in Article 138 as being entitled to receive such documents but may instead in accordance with Articles 142 to 148 send or supply to those persons a summary financial statement derived from the Company's annual accounts and the Directors' report in such form and containing such information as

may be required by the Statutes or any regulations made thereunder and the rules of the UK Listing Authority and provided further that copies of the documents specified in Article 138 shall be sent or supplied to any such person who wishes to receive them and the Company shall comply with any provisions of the Statutes or any regulations made thereunder as to the manner in which it is to ascertain whether a member wishes to receive them.

## **AUDITORS**

### **140. Validity of acts of auditors**

Subject to the provisions of the Statutes, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

### **141. Rights of auditors**

The auditors shall be entitled to attend any general meeting and to receive all notices of, and other communications relating to, any general meeting which any member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns them as auditors.

## **142 NOTICES**

### **142.1 Notice in writing**

Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

### **142.2 Method of giving notice to members**

- (i) Any notice, document or information may (without prejudice to Article 145) be given, sent or supplied to any member by the Company either:
  - (a) personally; or

- (b) by sending it by post in a prepaid cover addressed to such member at his registered address or postal address given pursuant to Article 142.3 or by leaving it at that address; or
  - (c) by sending it in electronic form (but share certificates shall not be capable of delivery by electronic means) to a person who has agreed (generally or specifically) that the notice, document or information may be sent or supplied in that form (and has not revoked that agreement); or
  - (d) by making it available on a website, provided that the requirements in Article 142.2(ii) and the provisions of the Acts are satisfied.
- (ii) The requirements referred to in Article 142.2(i)(d) are that:
- (a) the member has agreed (generally or specifically) that the notice, document or information may be sent or supplied to him by being made available on a website (and has not revoked that agreement), or the member has been asked by the Company to agree that the Company may send or supply notices, documents and information generally, or the notice, document or information in question, to him by making it available on a website and the Company has not received a response within the period of 28 days beginning on the date on which the Company's request was sent and the member is therefore taken to have so agreed (and has not revoked that agreement);
  - (b) the member is sent a notification of the presence of the notice, document or information on a website, the address of that website, the place on that website where it may be accessed, and how it may be accessed ("notification of availability");
  - (c) in the case of a notice of meeting, the notification of availability states that it concerns a notice of a company meeting, specifies the place, time and date of the meeting, and states whether it will be an annual general meeting; and
  - (d) the notice, document or information continues to be published on that website, in the case of a notice of meeting, throughout the period beginning with the date of the notification of availability and ending with the conclusion of the meeting and in all other cases throughout the period specified by any applicable provision of the Acts, or, if no such period is specified, throughout the period of 28 days beginning with the date on which the notification of availability is sent to the member, save that if the notice, document or information is made available for part only of that period then failure to make it available throughout that period shall be disregarded where such failure is wholly

attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

(iii) In the case of joint holders of a share:

- (a) it shall be sufficient for all notices, documents and other information to be sent or supplied to the joint holder whose name stands first in the register of members in respect of the joint holding (the "first named holder") only; and
- (b) the agreement of the first named holder that notices, documents and information may be sent or supplied in electronic form or by being made available on a website shall be binding on all the joint holders.

(iv) A member whose registered postal address is not within the United Kingdom shall not be entitled to receive any notice, document or information from the Company unless he gives to the Company an address (not being an electronic address) within the United Kingdom at which notices, documents or information may be given to him. *In the case of a member registered in an overseas branch register any such notice document or information may be posted either in the United Kingdom or in the territory in which such overseas branch register is maintained.*

(v) For the avoidance of doubt, the provisions of this article are subject to article 42.

(vi) The Company may at any time and at its sole discretion choose to give, send or supply notices, documents and information only in hard copy form to some or all members.

142.3 Any notice, document or information sent or supplied by the Company to the members or any of them:

- (i) by post, shall be deemed to have been received 24 hours after the time at which the envelope containing the notice, document or information was posted unless it was sent by second class post or there is only one class of post, or it was sent by air mail to an address outside the United Kingdom, in which case it shall be deemed to have been received 48 hours after it was posted. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent;
- (ii) by being left at a member's registered address or postal address given pursuant to Article 142.2(iii) shall be deemed to have been received on the day it was left;
- (iii) by electronic means, shall be deemed to have been received 24 hours after it was sent. Proof that a notice, document or information in electronic form was addressed to the electronic address provided by the member for the purpose of receiving communications from the Company shall be conclusive evidence that the notice, document or information was sent;

- (iv) by making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this article or, if later, the date on which it is first made available on the website;
- (v) by means of a relevant system shall be deemed to have been received 24 hours after the Company or any sponsoring system-participant acting on the Company's behalf, send the issuer-instruction relating to the notice, document or information; and
- (vi) by advertisement, shall be deemed to have been received on the day on which the advertisement appears.

#### 142.4 **Method of giving notice to the Company**

Save as otherwise provided in these Articles, any notice, document or other information required to be served on or delivered or sent to the Company or any officer of the Company may be served, delivered or sent by delivering the same by hand or sending it through the post in a prepaid cover addressed to the Company or to such officer of the Company at the office or such other place as the Company may specify or sending it, using electronic means, to an address specified for the receipt of such notices in accordance with these Articles or any such address as the Company may specify.

#### 142.5 **Signature on notices**

The signature on any notice required to be given by the Company may be typed or printed or otherwise written or reproduced by mechanical means.

#### 143. **Persons entitled by transmission**

Any notice, document or information may be sent or supplied by the Company to the person entitled to a share in consequence of a transmission event by sending or supplying it in any manner authorised by these Articles for the sending or supply of notice to a member addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any like description, at the address, if any, within the United Kingdom supplied for that purpose by the person claiming to be so entitled. Until such an address has been sent or supplied, a notice may be sent or supplied in any manner in which it might have been sent or supplied if the death or bankruptcy had not occurred.

**144. Untraced members**

If on three consecutive occasions notices, documents or information sent or supplied to a member have been returned undelivered, the member shall not be entitled to receive any subsequent notice, document or information until he has supplied to the Company (or its agent) a new registered address, or a postal address within the United Kingdom, or (without prejudice to Article 142.2(iii)) shall have informed the Company, in such manner as may be specified by the Company, of an electronic address. For the purposes of this Article, references to notices, documents or information include references to a cheque or other instrument of payment; but nothing in this article shall entitle the Company to cease sending any cheque or other instrument of payment for any dividend, unless it is otherwise so entitled under these Articles.

**145. Notices by advertisement**

145.1 Where, by reason of any suspension or curtailment of postal services, the Company is unable effectively to give notice of a general meeting, the board may decide that the only persons to whom notice of the affected general meeting must be sent are: the directors; the Company's auditors; those members to whom notice to convene the general meeting can validly be sent by electronic means and those members to whom notification as to the availability of the notice of meeting on a website can validly be sent by electronic means. In any such case the Company shall also:

- (i) advertise the general meeting in at least two daily national newspapers published in the United Kingdom; and
- (ii) send or supply a confirmatory copy of the notice to members in the same manner as it sends or supplies notices under Article 142.2 if at least seven clear days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

145.2 Any notice, document or information sent or supplied by the Company to the members or any of them, not being a notice of a general meeting, shall be sufficiently sent or supplied if given by advertisement in at least one national daily newspaper published in the United Kingdom.



**146. Deemed notice**

146.1 A member present in person or by proxy at any meeting of the Company or of the holders of any class of shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

146.2 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been given to the person from whom he derives his title; but this Article 152.2 shall not apply to a notice given under section 793 of the 2006 Act.

**147. Validation of documents in electronic form**

Where a document is required under these articles to be signed by a member or any other person, if the document is in electronic form, then in order to be valid the document must either:

- (i) incorporate the electronic signature, or personal identification details (which may be details previously allocated by the Company), of that member or other person, in such form as the directors may approve; or
- (ii) be accompanied by such other evidence as the directors may require in order to be satisfied that the document is genuine.

The Company may designate mechanisms for validating any such document and a document not validated by the use of any such mechanisms shall be deemed as having not been received by the Company. In the case of any document or information relating to a meeting, an instrument of proxy or invitation to appoint a proxy, any validation requirements shall be specified in the relevant notice of meeting in accordance with Articles 56 and 57 and Article 77.3.

**148. Statutory requirements**

Nothing in any of Articles 142 to 147 (inclusive) and Article 149.1 shall affect any requirement of the Statutes that any particular notice, document or other information be given in any particular manner.

## **RECORD DATES**

### **149.1 Record date for service of notices, etc**

Any notice or document or other information may be given, sent or supplied by the Company by reference to the register as it stands at any time within the period of twenty-one days before the date of service, delivery or sending. No change in the register after that time shall invalidate that service or delivery.

### **149.2 Record date for dividends, issues of shares, etc**

Notwithstanding any other provision of these articles, but without prejudice to the rights attached to any shares, the Company or the directors may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made. Where such a record date is fixed, references in these articles to a holder of shares or member to whom a dividend is to be paid or a distribution, allotment or issue is to be made shall be construed accordingly.

## **WINDING UP**

### **150. Distribution of assets otherwise than in cash**

If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by law, divide among the members in specie the whole, or any part of, the assets of the Company and that whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like authority, shall think fit but so that no member shall be compelled to accept any shares or other property in respect of which there is a liability or potential liability.

## **PROVISIONS FOR EMPLOYEES**

151. **Provisions for employees**

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

**INDEMNITY**

152. **Indemnity of officers**

152.1 Subject to paragraph 152.2 of this Article, the Company may:

- (i) indemnify to any extent any person who is or was a Director, or a Director of any associated company, directly or indirectly (including by funding any expenditure incurred or to be incurred by him), against any loss or liability, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company; and/or
- (ii) indemnify to any extent any person who is or was a Director of an associated company that is a trustee of an occupational pension scheme, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any liability incurred by him in connection with the Company's activities as trustee of an occupational pension scheme; and/or
- (iii) purchase and maintain insurance for any person who is or was a Director, or a Director of any associated company, against any loss or liability or any expenditure he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company,

and for this purpose an associated company means any body corporate which is or was a subsidiary of the Company or in which the Company or any subsidiary of the Company is or was interested.

152.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Statutes or by any other provision of Law.

153. **Indemnity against claims in respect of shares**

Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any shares registered in any of the Company's registers as held either jointly or solely by any member or in respect of any dividends, bonuses or other moneys due or payable or accruing due or which may become due or payable to such member by the Company on or in respect of any shares registered as aforesaid or for or on account or in respect of any member and whether in consequence of:-

- (i) a transmission event;
- (ii) the non-payment of any income tax or other tax by such member;
- (iii) the non-payment of inheritance tax or any estate, probate, succession, death, stamp or other duty by the executors or administrators or other legal personal representatives of such member or by or out of his estate; or
- (iv) any other act or thing;

the Company in every such case:-

- (a) shall be fully indemnified by such member or his executors or administrators or his other legal representatives from all liability; and
- (b) may recover as a debt due from such member or his executors or administrators or his other legal personal representatives wherever constituted or residing any moneys paid by the Company under or in consequence of any such law together with interest thereon at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, twenty per cent per annum) as the Directors may determine from the date of payment by the Company to the date of repayment by the member or his executors or administrators or his other legal personal representatives.

Nothing herein contained shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company and as between the Company and every such member as aforesaid, his executors, administrators or other legal personal representatives and estate wheresoever constituted or situated, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.