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COMPANIES HOUSE

At the Annual General Meeting of Standard Life UK Smaller Companies Trust plc held at 12.30pm on Tuesday 8 October 2013 at 30 St Mary Axe, London EC3A 3EP the following resolutions were passed:

**9. Authority to allot shares (Ordinary Resolution)**

THAT, in substitution for any existing authority, but without prejudice to the exercise of any such authority prior to the date hereof, the Directors of the Company be and they are hereby generally and unconditionally authorised in accordance with Section 551 of the Companies Act 2006 (the "Act") to exercise all the powers of the Company to allot shares in the Company and to grant rights to subscribe for or to convert any security into shares in the Company ("Securities") provided that such authority shall be limited to the allotment of shares and the grant of rights in respect of shares with an aggregate nominal value of up to £1,675,400, being approximately 10% of the nominal value of the issued share capital (excluding treasury shares) of the Company, as at the date of this Notice, such authority to expire at the conclusion of the next Annual General Meeting of the Company after the passing of this Resolution or on the expiry of 15 months from the passing of this Resolution, whichever is the earlier, unless previously revoked, varied or extended or renewed by the Company in a general meeting, save that the Company may at any time prior to the expiry of this authority make an offer or enter into an agreement which would or might require Securities to be allotted or granted after the expiry of such authority and the Directors shall be entitled to allot or grant Securities in pursuance of such an offer or agreement as if such authority had not expired.

**10. Disapplication of pre-emption rights (Special Resolution)**

THAT, subject to the passing of Resolution 9 set out above, and in substitution for any existing power but without prejudice to the exercise of any such power prior to the date hereof, the Directors of the Company be and they are hereby generally empowered (i), pursuant to Section 570 of the Companies Act 2006 (the "Act"), to allot equity securities (as defined in Section 560 of the Act), including the grant of rights to subscribe for, or to convert securities into Ordinary shares for cash pursuant to the authority given by Resolution 9 set out above and (ii), pursuant to Section 573 of the Act to sell equity securities for cash out of treasury as if Section 561(1) of the Act did not apply to any such allotment, or sale out of treasury, of equity securities, provided that this power:

- a) expires at the conclusion of the next Annual General Meeting of the Company after the passing of this Resolution or on the expiry of 15 months from the passing of this Resolution, whichever is the earlier, unless previously revoked, voted, extended or renewed by the Company in a general meeting save that the Company may, at any time prior to the expiry of this authority, make an offer or enter into an agreement which would or might require equity securities to be allotted or sold out of treasury after such expiry and the Directors may allot or sell out of treasury equity securities in pursuance of any such offer or agreement as if the power conferred hereby had not expired; and
- b) shall be limited to the allotment, or sale out of treasury, of equity securities up to an aggregate nominal value of £1,675,400, being approximately 10% of the

nominal value of the issued share capital of the Company, as at the date of this Notice.

**11. Authority to make market purchases of shares (Special Resolution)**

That the Company be and is hereby generally and, subject as hereinafter appears, unconditionally authorised in accordance with Section 701 of the Companies Act 2006 (the "Act") to make market purchases (within the meaning of Section 693(4) of the Act) of Ordinary shares of 25p each in the capital of the Company (the "Shares") either for retention as treasury shares for future reissue, resale, transfer or cancellation:

**PROVIDED ALWAYS THAT:**

- (a) the maximum number of Shares hereby authorised to be purchased shall be 10,045,697 Shares, representing 14.99% of the Company's issued share capital at the date of the passing of this Resolution (excluding treasury shares);
- (b) the minimum price (exclusive of expenses) which may be paid for each Share shall be 25p;
- (c) the maximum price (exclusive of expenses which may be paid for a Share is the higher of (i) 105% of the average of the middle market quotations (as derived from the Daily Official List of the London Stock Exchange) for the shares over the five business days immediately preceding the date of purchase and (ii) the higher of the last independent trade and the highest current independent bid on the trading venue ~~where~~ which the purchase is carried out; and
- (d) the authority hereby conferred shall expire at the conclusion of the next Annual General Meeting of the Company after the passing of this Resolution or on the expiry of 15 months from the passing of this Resolution, whichever is earlier, unless previously revoked, varied, extended or renewed by the Company in a general meeting, save that the Company may, at any time prior to the expiry of this authority enter into a contract to purchase shares under such authority which will or might be completed or executed wholly or partly after the expiration of such authority and may make a purchase of Shares pursuant to any such contract.

**12. Authority to sell shares from treasury at a discount to net asset value (Ordinary Resolution)**

That, subject to the passing of Resolution 10 set out above, the Directors of the Company be authorised for the purposes of paragraph 15.4.11 of the Listing Rules of the UK Listing Authority to sell or transfer out of treasury Ordinary shares of 25p each in the capital of the Company (the "Share(s)") for cash at a price below the net asset value per Share of the existing Shares in issue (excluding treasury shares), provided always that:

- (a) such sale or transfer will be limited to a sale or transfer at a price in excess of the average price at which the Shares were bought into treasury;
- (b) where any treasury shares are sold pursuant to this power at a discount to the then prevailing net asset value of the Shares, such discount must be lower than the average discount to the net asset value per Share at which the Company acquired the Shares which it then holds in treasury;
- (c) the aggregate net asset value dilution associated with all the sale of treasury shares in any one financial year does not exceed 0.5 per cent of net assets;

- (d) this power shall be limited to the sale of shares having an aggregate nominal value of £1,675,400, being approximately 10% of the nominal value of the issued share capital of the Company, as at the date of this Notice and provided further that the number of shares to which this power applies shall be reduced from time to time by the number of Shares which are allotted or sold out of treasury for cash as if Section 561(1) of the Companies Act 2006 did not apply pursuant to the power conferred on the Directors by Resolution 10 set out above; and
- (e) the authority hereby conferred shall expire at the conclusion of the next Annual General Meeting of the Company after the passing of this Resolution, or on the expiry of 15 months from passing of this Resolution, whichever is earlier, unless previously revoked, varied, extended or renewed by the Company in a general meeting, save that the Company may, at any time prior to the expiry of this authority, make an offer or agreement which would or might otherwise require treasury shares to be sold after such expiry and the Directors may sell treasury shares pursuant to such offer or agreement as if the power conferred hereby had not expired.

**13. Tender offer resolution (Special Resolution)**

That, in addition to the authority given to the Company to purchase its own Ordinary shares of 25 pence each (the "Shares") pursuant to Resolution 11 set out above and in accordance with the terms and conditions of the tender offer which may be set out in the circulars to be sent electronically or, if requested in hard copy form to Shareholders prior to 31 December 2013 and 30 June 2014 (together the "Tender Offers"), the Company be and is hereby authorised for the purpose of Section 701 of the Companies Act 2006 (the "Act") to make market purchases (within the meaning of Section 693(4) of the Act) of its issued Shares either for retention as treasury shares for future reissue, resale, transfer or cancellation provided that:

- (a) the maximum number of Shares hereby authorised to be purchased (i) pursuant to each Tender Offer is 5% of the Shares in issue as at 31 December 2013 (excluding any shares held in treasury) or 30 June 2014 (excluding any Shares held in treasury) as appropriate;
- (b) the price which shall be paid for a Share shall be an amount equal to 98% of realisation value of all the assets attributable to the Shares tendered as at close of business on 31 December 2013 and on 30 June 2014, as appropriate; and
- (c) the authority hereby conferred shall expire at the conclusion of the next Annual General Meeting of the Company after the passing of this Resolution or on the expiry of 15 months from the date of passing of this Resolution, whichever is earlier, unless previously revoked, varied, extended or renewed by the Company in a general meeting save that the Company may, prior to such expiry, enter into a contract to purchase Shares which will or may be completed or executed wholly or partly after the expiration of such authority and may make a purchase of shares pursuant to any such contract.

**14. Notice of General Meeting (Special Resolution)**

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

**15. Articles of Association (Special Resolution)**

That, the draft regulations produced to the meeting and, for the purpose of identification initialled by the Chairman of the meeting be accepted as the articles of association of the Company in substitution for, and to the entire exclusion of the existing articles of association of the Company.

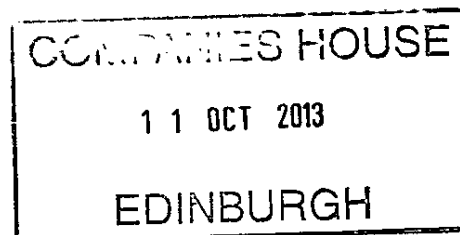
**Certified a True Copy**

A handwritten signature in black ink, appearing to read 'Marie Khan', with a horizontal line extending from the end of the signature.

**For Standard Life UK Smaller Companies Trust plc  
MAVEN CAPITAL PARTNERS UK LLP, SECRETARIES**

ARTICLES OF ASSOCIATION  
of  
STANDARD LIFE UK SMALLER COMPANIES TRUST PLC  
PUBLIC COMPANY LIMITED BY SHARES  
(as adopted by special resolution passed on 8 October 2013)

*Arthur D. Donald*



Dickson Minto W.S.  
Edinburgh

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**THE COMPANIES ACT 2006**

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**PUBLIC COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**of**

**STANDARD LIFE UK SMALLER COMPANIES TRUST PLC**

**(Registered Number SC145455)**

**(as adopted by special resolution passed on 8 October 2013)**

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**PART I**

**PRELIMINARY**

**1. Exclusion of Table A**

The regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (and any amendment, re-enactment or substitution thereof from time to time including that made by the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment No. 2) Regulations 2007) shall not apply to the Company except insofar as they are repeated or contained in these Articles.

**2. Definitions**

In these Articles unless the context otherwise requires:

<b>"the 2006 Act"</b>	means the Companies Act 2006 to the extent in force from time to time;
<b>"address"</b>	has the meaning given to it in section 1148 of the 2006 Act;
<b>"these Articles"</b>	means these articles of association as altered from time to time and the expression "this Article" shall be construed accordingly;
<b>"the Auditors"</b>	means the auditors from time to time of the Company or, in the case of joint auditors, any one of them;
<b>"the Board"</b>	means the board of directors from time to time of the Company or the directors present at a



	meeting of the directors at which a quorum is present;
<b>"certificated share"</b>	means a share which is not an uncertificated share;
<b>"clear days"</b>	means in relation to the period of a notice, that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;
<b>"electronic form"</b>	when describing a document or information means sent or supplied in electronic form in accordance with section 1168 of the 2006 Act;
<b>"electronic means"</b>	when describing a document or information means sent or supplied by electronic means in accordance with section 1168 of the 2006 Act;
<b>"electronic signature"</b>	means anything in electronic form, which the Board requires to be incorporated into, or otherwise associated with, a communication in electronic form for the purpose of establishing the authenticity or integrity of the communication;
<b>"the holder"</b>	in relation to any shares means the member whose name is entered in the Register as the holder of those shares;
<b>"issuer-instruction"</b>	means a properly authenticated dematerialised instruction (sent or received by means of a relevant system) attributable to a body corporate which has issued a share or shares belonging to a participating class;
<b>"investment trust"</b>	has the meaning given to it in section 842 of the Income and Corporation Taxes Act 1988;
<b>"the London Stock Exchange"</b>	means London Stock Exchange plc;
<b>"the Office"</b>	means the registered office from time to time of the Company or in the case of sending or supplying documents or information by electronic means, the address specified by the Board for the purpose of receiving documents or information by electronic means;

<b>"Operator"</b>	means a person approved as operator of a relevant system under the Uncertificated Securities Regulations;
<b>"Operator-instruction"</b>	means a properly authenticated dematerialised instruction (sent or received by means of a relevant system) attributable to an Operator;
<b>"paid up"</b>	means paid up or credited as paid up;
<b>"participating class"</b>	means a class of shares title to which may be transferred by means of a relevant system;
<b>"person entitled by transmission"</b>	means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the Register;
<b>"properly authenticated dematerialised instruction"</b>	has the meaning attributed to it in the Uncertificated Securities Regulations;
<b>"the Register"</b>	means the register of members of the Company;
<b>"relevant system"</b>	has the meaning attributed to it in regulation 3(1) of the Uncertificated Securities Regulations;
<b>"seal"</b>	means any common or official seal that the Company may be permitted to have under the Statutes;
<b>"the secretary"</b>	means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the Company and includes an assistant or deputy secretary and any person appointed by the Board to perform any of the duties of the secretary;
<b>"sponsoring system-participant"</b>	means in relation to a relevant system a person who is permitted by an Operator to send properly authenticated dematerialised instructions attributable to another person and to receive properly authenticated instructions on another person's behalf;
<b>"Statutes"</b>	means the 2006 Act and every statute (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies in so far as it applies to the Company;

"UKLA"	means the UK Listing Authority, a division of the Financial Conduct Authority;
"Uncertificated Securities Regulations"	means the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755) as amended from time to time and any provisions of or under the Statutes which supplement or replace such Regulations;
"uncertificated share"	means a share of a class which is for the time being a participating class title to which is recorded on the Register as being held in uncertificated form; and
"United Kingdom"	means Great Britain and Northern Ireland.

In the reference to "sponsoring system-participant" above, the word "person" shall include any body corporate.

The expression "**debenture**" shall include "**debenture stock**".

The words "**subsidiary**" and "**holding company**" shall be construed in accordance with section 1159 of the 2006 Act and "**subsidiary**" shall be construed to include "**subsidiary undertaking**" as that term is defined in section 1162 of the 2006 Act.

Words importing the singular number only shall be deemed to include the plural, and *vice versa*.

Words importing the masculine gender only shall be deemed to include the feminine and neuter genders and *vice versa*.

Words importing individuals shall be deemed to include bodies corporate and unincorporated bodies or associations.

Expressions referring to "in writing" shall be construed as including references to any method of representing or reproducing words in a legible form other than in electronic form unless specifically provided for in a particular Article or where permitted by the Board in its absolute discretion.

References to a document being "executed" shall be construed as including references to it being executed under hand or under seal or by any other method, as permitted by the Board in its absolute discretion, except by means of an electronic signature.

References to a document being "signed" or to "signature" include references to it being executed under hand or under seal or by any other method, as permitted by the Board in its absolute discretion, and in the case of a communication in electronic form, are to it being an electronic signature (subject to such terms and conditions as the Board may from time to time determine).

Headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

Unless otherwise stated, any reference herein to the provisions of any statute shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent statute provided that no modification or re-enactment after the date of adoption of these Articles of any statutory provision, instrument, regulation or order in force at that date shall be construed as imposing on any person any greater obligation than would have been the case if the statutory provision, instrument, regulation or order in force at the date of adoption of these Articles continued to apply.

Subject as aforesaid, and unless the context otherwise requires, words and expressions defined in the 2006 Act or the Uncertificated Securities Regulations shall bear the same meanings in these Articles.

**3. Form of resolution**

- (A) Subject to the Statutes, where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.
- (B) Notwithstanding the provisions of the 2006 Act relating to members' written resolutions, a resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall, in accordance with the principle established in *Re Duomatic Limited* [1969] 2 Ch 265, be as effectual as if it had been passed at a general meeting properly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more of the members.

**SHARE CAPITAL**

**4. Authorised share capital**

The authorised share capital of the Company at the date of adoption of these Articles is £37,499,749 divided into 149,998,996 ordinary shares of 25p each ("Ordinary Shares") and 31,189,825 continuation shares of 75p each ("Continuation Shares").

**5. Rights attached to shares**

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

**6. Redeemable shares**

Subject to the provisions of the Statutes and to any rights previously conferred on the holders of any other shares, any share may be issued which is to be redeemed, or is liable to be redeemed at the option of the Company or the holder.

**7. Purchase of own shares**

Subject to the provisions of the Statutes and to any rights previously conferred on the holders of any class of shares and to any requirements imposed by the UKLA in respect of securities admitted to listing, the Company may purchase or may enter into a contract under which it will or may purchase all or any of its shares of any class, including any redeemable shares. Neither the Company nor the Board shall be required to select the shares to be purchased rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares.

**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.

**9. Variation of rights**

Subject to the provisions of the Statutes, all or any of the rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be varied 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 those shares. All the provisions of these Articles as to general meetings of the Company shall, *mutatis mutandis*, apply to any such separate general meeting, but so that the necessary quorum shall be two persons holding or representing by proxy not less than one-third in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares), (but so that at any adjourned meeting one holder present in person or by proxy (whatever the number of shares held by him) shall be a quorum), that every holder of

shares of the class present in person or by proxy (excluding any shares of that class held as treasury shares) shall be entitled on a poll to one vote for every share of the class held by him (subject to any rights or restrictions attached to any class of shares) and that any holder of shares of the class present in person or by proxy may demand a poll. The foregoing provisions of this Article shall apply to the variation of any special rights which only attach to certain shares of a particular class as if the shares carrying such special rights formed a separate class.

**10. *Pari passu* issues**

The rights conferred upon the holders of any shares shall not, unless otherwise expressly provided in the rights attaching to those shares, be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them.

**11. Unissued shares**

Subject to the provisions of the Statutes and these Articles and without prejudice to any rights attached to existing shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board which may offer, allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and for such consideration and upon such terms as the Board may decide.

**12. 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.

**13. Shares not to be allotted at a discount**

Unissued shares in the Company shall not be allotted at a discount and, save as permitted by the Statutes, shall not be allotted except as paid up at least as to one-quarter of their nominal value and the whole or any premium thereon.

**14. 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.

**15. Payment of commission**

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. Such commission may be satisfied by the payment of cash or the

allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

**16. Interests not recognised**

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, except an absolute right to the entirety thereof in the holder.

**17. Recognition of trusts**

The Company shall be entitled, but, except as required by law or by these Articles, 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 in 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, "trust" includes any right in respect of any shares in 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. Suspension of rights where non-disclosure of interest**

- (A) Where the holder of any shares in the Company, or any other person appearing to be interested in those shares, fails to comply within the relevant period with any statutory notice in respect of those shares, the Company may give the holder of those shares a further notice (a "restriction notice") to the effect that from the service of the restriction notice those shares will be subject to some or all of the relevant restrictions, and from service of the restriction notice those shares shall, notwithstanding any other provision of these Articles, be subject to those relevant restrictions accordingly.
- (B) If, after the service of a restriction notice in respect of any shares, the Board is satisfied that all information required by any statutory notice relating to those shares or any of them from their holder or any other person appearing to be interested in the shares the subject of the restriction notice has been supplied, the Company shall, within seven days, cancel the restriction notice. The Company may at any time at its discretion cancel any restriction notice or exclude any shares from it. A restriction notice shall automatically cease to have effect in respect of any shares transferred where the transfer is pursuant to an arm's length sale of those shares.

- (C) Where any restriction notice is cancelled or ceases to have effect in relation to any shares, any moneys relating to those shares which were withheld by reason of that notice shall be paid without interest to the person who would but for the notice have been entitled to them or as he may direct.
- (D) Any new shares in the Company issued in right of any shares subject to a restriction notice shall also be subject to the restriction notice, and the Board may make any right to an allotment of the new shares subject to restrictions corresponding to those which will apply to those shares by reason of the restriction notice when such shares are issued.
- (E) Any holder of shares on whom a restriction notice has been served may at any time request the Company to give in writing the reason why the restriction notice has been served, or why it remains uncanceled, and within 14 days of receipt of such a notice the Company shall give that information accordingly.
- (F) If a statutory notice is given by the Company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder, but the failure or omission to do so or the non-receipt of the copy by the holder shall not invalidate such notice.
- (G) This Article is in addition to, and shall not in any way prejudice or affect, the statutory rights of the Company arising from any failure by any person to give any information required by a statutory notice within the time specified in it. For the purpose of this Article a statutory notice need not specify the relevant period, and may require any information to be given before the expiry of the relevant period.
- (H) In this Article:

a sale is an "arm's length sale" if the Board is satisfied that it is a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the holder or with any person appearing to be interested in such shares and shall include a sale made by way of or in pursuance of acceptance of a takeover offer (as defined in section 974 of the 2006 Act) and a sale made through the London Stock Exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded. For this purpose an associate (within the definition of that expression in any statute relating to insolvency in force at the date of adoption of this Article) shall be included amongst the persons who are connected with the holder or any person appearing to be interested in such shares;

"person appearing to be interested" in any shares shall mean any person named in a response to a statutory notice or otherwise notified to the Company by a member as being so interested or shown in any Register kept by the Company under the Statutes as so interested or,



taking into account a response or failure to respond in the light of the response to any other statutory notice and any other relevant information in the possession of the Company, any person whom the Company knows or has reasonable cause to believe is or may be so interested;

**"person with a 0.25 per cent. interest"** means a person who holds, or is shown in any Register kept by the Company under the Statutes as having an interest in, shares in the Company which comprise in total at least 0.25 per cent. in number or nominal value of the shares of the Company (calculated exclusive of treasury shares), or of any class of such shares, in issue at the date of service of the statutory notice or the restriction notice (as the case may be) (calculated exclusive of treasury shares);

**"relevant period"** means a period of 14 days following service of a statutory notice;

**"relevant restrictions"** means in the case of a restriction notice served on a person with a 0.25 per cent. interest that:

- (i) the shares shall not confer on the holder any right to attend or vote either personally or by proxy at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to attending general meetings and voting;
- (ii) the Board may withhold payment of all or any part of any dividends (including shares issued in lieu of dividends) payable in respect of the shares;
- (iii) the Board may (subject to the requirements of the Uncertificated Securities Regulations) decline to register a transfer of the shares or any of them unless such a transfer is pursuant to an arm's length sale;

and in any other case means only the restriction specified in subparagraph (i) of this definition; and

**"statutory notice"** means a notice served by the Company under the Statutes requiring particulars of interests in shares or of the identity of persons interested in shares.

#### 19. Uncertificated shares

- (A) Pursuant and subject to the Uncertificated Securities Regulations, (referred to in this Article as "the Regulations"), the Board may permit title to shares of any class to be evidenced otherwise than by a certificate and title to shares of such a class to be transferred by means of a relevant system and may make arrangements for a class of shares

(if all shares of that class are in all respects identical) to become a participating class. Title to shares of a particular class may only be evidenced otherwise than by a certificate where that class of shares is for the time being a participating class. The Board may also, subject to compliance with the Regulations and the rules of any relevant system, determine at any time that title to any class of shares may from a date specified by the Board no longer be evidenced otherwise than by a certificate or that title to such a class shall cease to be transferred by means of any particular relevant system. For the avoidance of doubt, shares which are uncertificated shares shall not be treated as forming a class which is separate from certificated shares with the same rights. Subject to Article 19(E), the Company shall enter on the Register, in respect of any participating class, the number of shares that each member having both uncertificated and certificated shares of that class holds in uncertificated form and certificated form respectively.

- (B) In relation to a class of shares which is, for the time being, a participating class and for so long as it remains a participating class, no provision of these Articles shall apply or have effect to the extent that it is inconsistent in any respect with:

- (i) the holding of shares of that class in uncertificated form;
- (ii) the transfer of title to shares of that class by means of a relevant system; and
- (iii) any provision of the Regulations,

and, without prejudice to the generality of this Article, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the maintenance, keeping or entering up by the Operator, so long as that is permitted or required by the Regulations, of an Operator register of securities in respect of that class of shares in uncertificated form.

- (C) Shares of a class which is for the time being a participating class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the Regulations and the rules of any relevant system.
- (D) Unless the Board otherwise determines, or the Regulations or the rules of the relevant system concerned otherwise require, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.
- (E) The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the Regulations and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of the particulars entered in the Operator register of securities and shall

accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance on such assumption.

**20. Right to share certificates**

Subject to the provisions of the Uncertificated Securities Regulations, the rules of any relevant system and these Articles, every person (except a person to whom the Company is not by law required to issue a certificate) whose name is entered in the Register as a holder of any certificated shares shall be entitled, without payment, to receive within whichever is the earlier of:

- (a) any time period required by the listing rules of the UKLA; and
- (b) any time limits prescribed by the Statutes,

one certificate for all those shares of any one class or several certificates each for one or more of the shares of the class in question upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board may from time to time decide. In the case of a certificated share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A member who transfers some but not all of the shares comprised in a certificate shall be entitled to a certificate for the balance without charge. The Company shall not be bound to register more than four persons as the joint holders of a share. For the avoidance of doubt, the Company may issue a certificate in relation to uncertificated shares when required to do so by a holder of uncertificated shares.

**21. Replacement of share certificates**

If a share certificate is defaced, worn out, lost or destroyed, it may be replaced without charge but on such terms (if any) as to evidence and indemnity as the Board may decide and, where it is defaced or worn out, after delivery of the old certificate to the Company. Any two or more certificates representing shares of any one class held by any member shall at his request be cancelled and a single new certificate for such shares issued in lieu. Any certificate representing shares of any one class held by any member may at his request be cancelled and two or more certificates for such shares may be issued instead. Any one of two or more joint holders may request replacement certificates under this Article.

**22. Execution of share certificates**

Every share certificate shall be executed under a seal (or under a securities seal or, in the case of shares on a branch Register, an official seal for use in the relevant territory) or in such other manner as the Board having regard to the terms of issue and any listing requirements may authorise, and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on the shares. The Board may by resolution

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

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

Delivery of a certificate for certificated 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.

**LIEN**

**24. Company's lien on shares not fully paid**

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable to the Company (whether presently or not) in respect of that share. The Company's lien on a share shall extend to every amount payable in respect of it. The Board may at any time either generally or in any particular case waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Article.

**25. Enforcing lien by sale**

The Company may sell, in such manner as the Board may decide, any share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within seven clear days after a notice in writing has been served on the holder of the share or the person who is entitled by transmission to the share and who has supplied the Company with an address within the United Kingdom for the service of notices, demanding payment and stating that if the notice is not complied with the share may be sold. For giving effect to the sale the Board may authorise some person to execute an instrument of transfer of the share sold to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in relation to the sale.

**26. Application of proceeds of sale**

The net proceeds, after payment of the costs, of the sale by the Company of any share on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as it is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale and upon surrender, if required by the Company, for cancellation of the certificate for the share sold) be paid to the person who was entitled to the share at the time of the sale.

## **CALLS ON SHARES**

### **27. Calls**

Subject to the terms of issue, the Board 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 amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue, and each member shall (subject to the Company serving upon him at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be made payable by instalments. A call may be revoked or postponed, in whole or in part, as the Board may decide. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

### **28. Payment on calls**

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

### **29. Liability of joint holders**

The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.

### **30. Interest due on non-payment**

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate, not exceeding 15 per cent. per annum, as the Board may decide, and all expenses that have been incurred by the Company by reason of such non-payment, but the Board shall be at liberty in any case or cases to waive payment of the interest or expenses wholly or in part.

### **31. Sums due on allotment treated as calls**

Any amount which becomes payable in respect of a share on allotment or on any other date fixed by or in accordance with the terms of issue, whether in respect of the nominal amount of the share or by way of premium or as an instalment of a call, shall be deemed to be a call and, if it is not paid, all the provisions of these Articles shall apply as if the sum had become due and payable by virtue of a call.

### **32. Power to differentiate**

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

**33. Payment of calls in advance**

The Board may, if it thinks fit, receive from any member who is willing to advance them all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until they would, but for the advance, become presently payable) pay interest at such rate, not exceeding (unless the Company by ordinary resolution shall otherwise direct) 12 per cent. per annum, as the Board and the member paying such moneys in advance may agree.

**FORFEITURE AND SURRENDER OF SHARES****34. Notice to pay unpaid calls and forfeiture**

If any member fails to pay in full any call or instalment on or before the day appointed for payment thereof, the Board may, at any time thereafter, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall name a further day (not earlier than the expiration of seven days from the date of service of the notice) on or before which, and the place within the United Kingdom where, such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment on or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited. If the requirements of any such notice as aforesaid are not complied with, the Board may by resolution at any time thereafter, but before the payment of all calls or instalments and interest and expenses due in respect thereof has been made, forfeit any share in respect of which such notice has been given. Such forfeiture shall extend to all dividends declared in respect of the shares so forfeited and not actually paid before such forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Board. The Board may accept a surrender of any share liable to be forfeited hereunder and, in that event, reference in these Articles to forfeiture shall include surrender.

**35. Notice of forfeiture**

Any person whose shares have been forfeited or surrendered shall cease to be a member in respect of those shares. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall be served upon the person who was, before forfeiture, the holder of the share, or the person entitled to the share by transmission, and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be invalidated by any failure to give such notice or make such entry as aforesaid.

**36. Forfeited shares to be the property of the Company**

A share so forfeited or surrendered shall become and be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed

of to such person (including the person who was before such forfeiture or surrender the holder thereof or entitled thereto) and in such manner and upon such terms, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender, as the Board thinks fit; provided that the Company shall not exercise any voting rights in respect of such share. Any such share not disposed of in accordance with the foregoing provision of this Article, within a period of three years from the date of its forfeiture or surrender, shall thereupon be cancelled in accordance with the provisions of the Statutes. For the purpose of giving effect to any such sale or other disposition the Board may authorise some person to transfer the share so sold or otherwise disposed of to the purchaser thereof or other person becoming entitled thereto.

**37. Board may annul forfeiture**

The Board may, at any time before any share so forfeited or surrendered shall have been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon such terms as it thinks fit.

**38. Forfeiture not to extinguish liability to pay**

Any person whose shares have been forfeited or surrendered shall, notwithstanding that he shall have ceased to be a member in respect of those shares, remain liable to pay to the Company all moneys which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the shares, together with interest thereon at the rate of 15 per cent. per annum (or such lower rate as the Board may determine) from the time of forfeiture or surrender until the time of payment, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares, together with interest as aforesaid. The Board may at its absolute discretion 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 or waive payment in whole or in part.

**39. Statutory declaration as to forfeiture**

A statutory declaration that the declarant is a director of the Company or the secretary and that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is sold or otherwise disposed of 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 relating to the forfeiture, sale or disposal.

## TRANSFER OF SHARES

### 40. Transfer

Subject to such of the restrictions of these Articles as may be applicable:

- (i) any member may transfer all or any of his uncertificated shares by means of a relevant system in such manner provided for, and subject as provided in the Uncertificated Securities Regulations and the rules of any relevant system, and accordingly no provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred; and
- (ii) any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the Board may approve. The instrument of transfer shall be executed by or on behalf of the transferor and (in the case of a partly paid share) the transferee, and the transferor shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the Register in respect of it. All instruments of transfer, when registered, may be retained by the Company.

### 41. Rights to decline registration of partly paid shares

The Board may, in its absolute discretion and without giving any reason for so doing, decline to register any transfer of any share which is not a fully paid share provided that where such share is admitted to the Official List of the UKLA such discretion may not be exercised in such a way as to prevent dealings in shares of that class from taking place on an open and proper basis.

### 42. Other rights to decline registration

- (A) The Board may only decline to register a transfer of an uncertificated share in the circumstances set out in the Uncertificated Securities Regulations, and where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.
- (B) The Board may decline to register any transfer of a certificated share unless:
  - (i) the instrument of transfer is left at the Office or such other place as the Board may from time to time determine accompanied (save in the case of a transfer by a person to whom the Company is not required by law to issue a certificate and to whom a certificate has not been issued) by the certificate for the share to which it relates and such other evidence as the Board may reasonably require to show the



right of the person executing the instrument of transfer to make the transfer;

- (ii) (if stamp duty is generally chargeable on transfers of certificated shares) the instrument of transfer is duly stamped or adjudged or certified as not chargeable to stamp duty;
- (iii) the instrument of transfer is in respect of only one class of share; and
- (iv) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.

**43. Notice of refusal**

If the Board declines to register a transfer of a share it shall, within two months after the date on which the instrument of transfer was lodged or, in the case of uncertificated shares, within two months after the date on which the relevant Operator-instruction is received, send to the transferee notice of the refusal together with 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.

**44. No fee for registration**

No fee shall be charged by the Company for registering any transfer, document or instruction relating to or affecting the title to any share or for making any other entry in the Register.

**45. Registration of transfers may be suspended**

Subject to the Statutes and the requirements of the UKLA, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine and either generally or in respect of any class of shares.

**46. Untraced shareholders**

The Company may sell any certificated shares in the Company on behalf of the holder of, or person entitled by transmission to, the shares by instructing their sale on the London Stock Exchange, or on any other stock exchange outside the United Kingdom on which the Company's shares are normally traded, at the best price reasonably obtainable at the time of the sale if:

- (i) the shares have been in issue, either in certificated or uncertificated form, throughout the qualifying period and at least three cash dividends have become payable on the shares during the qualifying period;
- (ii) no cash dividend payable on the shares has either been claimed by presentation to the paying bank of the relevant cheque or warrant or

been satisfied by the transfer of funds to a bank account designated by the holder of, or person entitled by transmission to, the shares or by the transfer of funds by means of a relevant system at any time during the relevant period;

- (iii) so far as any director of the Company at the end of the relevant period is then aware, the Company has not at any time during the relevant period received any communication from the holder of, or person entitled by transmission to, the shares;
- (iv) the Company has caused two advertisements to be published, one in a newspaper with a national circulation and the other in a newspaper circulating in the area in which the last known address of the holder of, or person entitled by transmission to, the shares or the address at which service of notices may be effected under the Articles is located, giving notice of its intention to sell the shares and a period of three months has elapsed from the date of publication of the advertisements or of the last of the two advertisements to be published if they are published on different dates; and
- (v) the Company has given notice to a Regulatory Information Service (as defined in the UKLA Rules) of its intention to make the sale.

For the purpose of this Article:

**"the qualifying period"** means the period of twelve years immediately preceding the date of publication of the advertisements referred to in sub-paragraph (iv) above or of the first of the two advertisements to be published if they are published on different dates; and

**"the relevant period"** means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of sub-paragraphs (i) to (v) above have been satisfied.

If during any relevant period further shares have been issued in right of those held at the beginning of that relevant period or of any previously so issued during that relevant period and all the requirements of sub-paragraphs (ii) to (v) above have been satisfied in regard to the further shares, the Company may also sell the further shares.

To give effect to any sale of shares pursuant to this Article the Board may authorise some person to transfer the shares in question and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. The purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of sale shall belong to the Company and, upon their receipt, the Company shall become indebted to the former holder of, or person entitled by transmission to, the shares for an amount equal to the net proceeds. No trust shall be created in respect of the debt and no interest shall be payable in respect of it

and the Company shall not be required to account for any moneys earned from the net proceeds which may be employed in the business of the Company or as it thinks fit.

### **TRANSMISSION OF SHARES**

**47. Transmission on death**

If a member dies, the survivor or survivors, where he was a joint holder, and his personal representatives, where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares; but nothing contained in these Articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons.

**48. Entry of transmission in register**

Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall within two months after proof cause the entitlement of that person to be noted in the Register.

**49. Election of person entitled by transmission**

Any person entitled by transmission to a share may, subject as provided elsewhere in these Articles, elect either to become the holder of the share or to have some person nominated by him registered as the holder. If he 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. The Board may at any time give notice requiring the person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may withhold payment of all dividends and other moneys payable in respect of the share until the requirements of the notice have been complied with. All the provisions of these Articles relating to the transfer of, and registration of transfers of, shares shall apply to the notice or transfer as if the death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or transfer was given or executed by the member.

**50. Rights of person entitled by transmission**

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease, but the person entitled by transmission to the share may give a good discharge for any dividends or other moneys payable in respect of it and shall have the same rights in relation to the share as he would have had if he were the holder of it save that, until he becomes the holder, he shall not be entitled in respect of the share (except with the authority of the Board) to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company.

## ALTERATION OF SHARE CAPITAL

### 51. Increase, consolidation, sub-division and cancellation

The Company may from time to time by ordinary resolution:

- (i) increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- (ii) consolidate, or consolidate and then divide, all or any of its share capital into shares of larger amount than its existing shares;
- (iii) sub-divide all or any of its shares into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may be given any preferred, deferred or other rights or be subject to any restrictions as the Company has power to attach to unissued or new shares as compared with the others; and
- (iv) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

### 52. Fractions

Subject to any direction by the Company in general meeting, whenever as a result of any consolidation and division or sub-division of shares any members of the Company would become entitled to any issued shares of the Company in fractions, the Board may deal with such fractions as it shall determine and in particular may sell the shares to which members would become so entitled in fractions to any person (including, subject to the provisions of the Statutes, the Company) for the best price reasonably obtainable and pay and distribute to and amongst the members entitled to such shares, in due proportions, the net proceeds of the sale thereof provided that where the entitlement of a member is to a sum of less than £3.00 then such sum may be retained by the Company for its own benefit. For the purpose of giving effect to any such sale the Board may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. So far as the Statutes allow, the Board may treat certificated shares of a member and uncertificated shares of the same member as separate holdings in giving effect to subdivisions and/or consolidations and may cause any shares arising on consolidation or subdivision and representing fractional entitlements to be entered in the Register as certificated shares where this is desirable to facilitate the sale thereof.

**53. Reduction of capital**

The Company may by special resolution reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any manner permitted by, and in accordance with, the Statutes.

**WARRANTS****54. 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.

**55. Conditions of Issue of share warrants to bearer**

The powers referred to in Article 54 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. 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.

**STOCK****56. Conversion of stock**

Subject to the provisions of these Articles, the Company may from time to

time by ordinary resolution convert any stock into fully paid shares of any denomination.

**57. Transfer of stock**

The holders of stock may transfer such stock or any part thereof, unless otherwise directed by ordinary resolution of the Company, in the same manner and subject to the same regulations as those subject to which the shares from which the stock arose might, prior to conversion, have been transferred (or as near thereto as circumstances admit) but no stock shall be transferable except in such units (not being greater than the nominal value of the shares from which the stock arose) as the Directors may from time to time determine.

**58. Rights of stockholders**

The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters as if they held the shares from which the stock arose, but no such right, privilege or advantage (except as regards participation in the dividends, profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such right, privilege or advantage. All the provisions of these Articles applicable to paid up shares shall apply to stock and the words "share" and "member" shall include "stock" and "holder of stock" respectively.

**59. Subdivision of Stock**

Any ordinary Stock may, by special resolution, be subdivided into preferred and deferred sections, and any preferential rights may be attached to the preferred section over the deferred section.

### **GENERAL MEETINGS**

**60. General meetings**

Any general meeting of the Company other than an annual general meeting shall be called a general meeting.

**61. Annual general meetings**

The Board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Statutes.

**62. Convening of general meetings**

The Board may convene a general meeting whenever it thinks fit.

**63. Ordinary business**

Except where prohibited by law, Ordinary business shall mean and include

only business transacted at a general meeting of the following types:

- (i) declaring a dividend;
- (ii) receiving and/or adopting the accounts, the reports of the directors and auditors and other documents required to be annexed to the accounts;
- (iii) re-appointing the Auditors and authorising the directors to fix their remuneration;
- (iv) re-appointing directors and appointing directors to replace those retiring at the meeting and not offering themselves for reappointment;
- (v) granting, renewing or varying authority to allot and issue new shares or issue shares by transfer out of treasury or to disapply pre-emption rights in relation to such allotment and issue; and
- (vi) granting or renewing an authority for the Company to purchase its own shares.

#### **64. Separate general meetings**

The provisions of these Articles relating to general meetings shall apply, with any necessary modifications, to any separate general meeting of the holders of shares of a class convened otherwise than in connection with the variation or abrogation of the rights attached to the shares of that class. For this purpose, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.

#### **65. Shareholders' resolutions**

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 general meeting of the Company, 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.

### **LOCATION OF GENERAL MEETINGS**

#### **66. General meetings at more than one place**

The provisions of Articles 66 to 70 shall apply if any general meeting is convened at, or adjourned to, more than one place.

**67. Notice and conditions of holding meeting**

The notice of the meeting or adjourned meeting shall specify the place at which the chairman of the meeting shall preside (the "**Specified Place**"), and the Directors shall make arrangements for simultaneous attendance and participation at that or any other place by members, provided that persons attending at any particular place shall be able to see and hear, and be seen and heard by, persons attending at the other place or places at which the meeting is convened.

**68. Controlling level of attendance**

The Directors may, from time to time, make such arrangements for the purpose of controlling the level of attendance at any such place as they shall, in their absolute discretion, consider appropriate, and may from time to time vary any such arrangements or make any new arrangements in place of them, provided that the entitlement of a member to attend a meeting or adjourned meeting shall be satisfied by his being given the entitlement to attend at such place (fulfilling the conditions specified in Article 67) as may be specified by the Directors for the purposes of this Article 68.

**69. Deemed location of meeting**

For the purposes of all other provisions of these Articles any such meeting shall be treated as being held at the Specified Place.

**70. Adjournment to more than one place**

If a meeting is adjourned to more than one place, notice of the adjourned meeting shall be given notwithstanding any other provision of these Articles.

**NOTICE OF GENERAL MEETINGS**

**71. Length of notice**

An annual general meeting shall be convened by not less than twenty-one clear days' notice in writing. All other general meetings shall be convened by not less than fourteen clear days' notice in writing. The notice shall specify the place, day and time of the meeting, and the general nature of the business to be transacted. Notice of every general meeting shall be given to all members other than any who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the Auditors or, if more than one, each of them.

References in this Article to a notice "in writing" includes the use of communications in electronic form and/or publication on a web-site in accordance with the Statutes.



**72. Omission or non-receipt of notice**

To the fullest extent permitted by law, the accidental omission to give any notice of a meeting or the accidental omission to send any document, including a proxy form, relating to any meeting to, or the non-receipt of any such notice or document by, any person entitled to receive the notice or document shall not invalidate the proceedings at that meeting.

**73. Postponement of general meetings**

If the Board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone the general meeting to another date, time and/or place. The Board shall take reasonable steps to ensure that notice of the date, time and place of the postponed meeting is given to any member trying to attend the meeting at the original time and place. Notice of the date, time and place of the postponed meeting shall, if practicable, also be placed in at least two national newspapers in the United Kingdom. Notice of the business to be transacted at such postponed meeting shall not be required. If a meeting is rearranged in this way, proxy forms will be valid if they are delivered in accordance with the provisions of these Articles as if the general meeting had been originally convened on the date for the holding of the postponed meeting.

**PROCEEDINGS AT GENERAL MEETINGS**

**74. Quorum**

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairman which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, two qualifying 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 qualifying persons who are proxies or corporate representatives of the same member), shall be a quorum.

**75. Procedure if quorum not present**

If within fifteen minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the time appointed for the commencement of the meeting a quorum is not present, the meeting, if convened by or upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day be a public holiday, to the next working day thereafter), at the same hour and place as the original meeting, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the members who are present shall be a quorum and may transact the business for which the meeting was called.

**76. Security arrangements**

The Board may direct that persons wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to, or to authorise some one or more persons who shall include a director or the secretary or the chairman of the meeting to, refuse entry to, or to eject from, such general meeting any person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

**77. Chairman of general meeting**

The chairman (if any) of the Board or, in his absence, the deputy chairman (if any) shall preside as chairman at every general meeting. If more than one deputy chairman is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chairman who has been in office as a director longest shall take the chair. If there is no chairman or deputy chairman, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the time appointed for the commencement of the meeting, or if neither the chairman nor any deputy chairman is willing to act as chairman, the directors present shall choose one of their number to act, or if one director only is present he shall preside as chairman if willing to act. If no director is present, or if each of the directors present declines to take the chair, the persons present and entitled to vote shall appoint one of their number to be chairman.

**78. Orderly conduct**

The chairman shall take such action or give directions for such action to be taken as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting. The chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination as to whether any matter is of such a nature.

**79. Entitlement to attend and speak**

Each director shall be entitled to attend and speak at any general meeting and at any separate general meeting of the Company. The chairman may invite any person to attend and speak at any general meeting of the Company where he considers that this will assist in the deliberations of the meeting.

**80. Adjournments**

The chairman may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either indefinitely or to another time or place where it appears to him that (a) the members proxies and corporate representatives wishing to attend cannot be conveniently accommodated in the place appointed for the meeting (b)

the conduct of persons present prevents or is likely to prevent the orderly continuation of business or (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted. In addition, the chairman may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either indefinitely or to another time or place. When a meeting is adjourned indefinitely the time and place for the adjourned meeting shall be fixed by the Board. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place.

**81. Notice of adjournment**

When a meeting is adjourned for three months or more, or indefinitely, notice of the adjourned meeting shall be given as in the case of an original meeting. Except where these Articles otherwise require, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

### **AMENDMENTS**

**82. Amendments to resolutions**

In the case of a resolution duly proposed as a special resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon; in the case of a resolution duly proposed as an ordinary resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon unless either at least forty-eight hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed notice in writing of the terms of the amendment and intention to move the same has been lodged at the Office or the chairman in his absolute discretion decides that it may be considered or voted upon.

**83. Amendments ruled out of order**

If an amendment shall be proposed to any resolution under consideration but shall 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.

### **VOTING**

**84. Suspension of rights**

The following provisions of these Articles in relation to voting by members whether in person or by proxy shall be subject, when appropriate, to Article 9.

**85. Votes of members**

Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held and to any other provisions of these Articles, on a show of hands every member who is present in person or by proxy at a general meeting of the Company and every corporate representative who is present in person at a general meeting of the Company shall have one vote. On a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

**86. Method of voting**

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is properly demanded. Subject to the Statutes, a poll may be demanded by:

- (i) the chairman of the meeting; or
- (ii) at least two members present in person or by proxy or corporate representative present in person and entitled to vote; or
- (iii) any member or members present in person or by proxy or corporate representative present in person and representing in the aggregate not less than one-tenth of the total voting rights (excluding any voting rights attached to any shares in the Company held in treasury) of all the members having the right to attend and vote at the meeting; or
- (iv) any member or members present in person or by proxy or corporate representatives present in person and holding shares or being a representative in respect of a holder of shares conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sums paid up on all the shares conferring that right.

Unless a poll is so demanded on a show of hands and the demand is not withdrawn, a declaration by the chairman that a resolution on a show of hands has been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

**87. Procedure if poll demanded**

If a poll is properly demanded it shall be taken in such manner as the chairman shall direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman may (and, if so directed by the meeting, shall) appoint scrutineers and may

adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

**88. When poll to be taken**

A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or on such date (being not later than thirty days after the date of the demand) and at such time and place as the chairman shall direct. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll.

**89. Continuance of other business after poll demand**

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 was demanded, and it may be withdrawn, with the consent of the chairman, at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made.

**90. Votes on a poll**

On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend, speak and vote on his behalf on the same occasion, provided the proxies are appointed in respect of separate shares.

**91. Votes of joint holders**

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

**92. Voting on behalf of incapable member**

A member in respect of whom an order has been made by any competent court or other suitably qualified person that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company and may exercise any other right conferred by membership in relation to general meetings by or through any person authorised in such circumstances to do so on his behalf (and that person may vote on a poll by proxy), provided that evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote or such other right has been delivered at the Office (or at such other place as may be specified in accordance with these Articles for the delivery of instruments appointing a proxy) not later than the last time at

which an instrument of proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

**93. No right to vote where sums overdue on shares**

No member shall, unless the Board otherwise decides, be entitled in respect of any share held by him to vote (either personally or by proxy) at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings unless all calls or other sums presently payable by him in respect of that share have been paid.

**94. Objections or errors in voting**

If:

- (i) any objection shall be raised to the qualification of any voter; or
- (ii) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (iii) any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be conclusive.

## **PROXIES**

**95. Execution of proxies**

An instrument appointing a proxy shall be in writing signed by the appointer or his attorney duly authorised in writing or, if the appointer is a corporation, either under its seal or signed by an officer, attorney or other person authorised to sign it.

In this Article, references to "in writing" include the use of signed communications in electronic form subject to such terms and conditions (including as to signatures) as the Board may from time to time prescribe.

**96. Delivery of proxies**

- (A) The appointment of a proxy, and any authority under which it is signed or a copy of such authority certified notarily or in some other way approved by the Board, shall, subject to Article 96(B):

- (i) in the case of an instrument in writing, be deposited at the Office, or at such other place (if any) within the United Kingdom as is specified for that purpose in or by way of note to the notice convening the meeting; or
- (ii) in the case of an appointment contained in electronic form, where an address has been specified for the purpose of receiving communications in electronic form:
  - (a) in the notice convening the meeting; or
  - (b) in any proxy form sent out by the Company in relation to the meeting; or
  - (c) in any invitation in electronic form issued by the Company to appoint a proxy in relation to the meeting,

be received at such address and by such time as is specified in or by way of note to the notice convening the meeting.

- (B) The time specified pursuant to Article 96(A) for the deposit and/or receipt of a proxy in respect of a meeting or adjourned meeting or the vote by poll:
  - (i) in the case of a meeting, or adjourned meeting, cannot be more than 48 hours (excluding non-working days) prior to the time for holding the meeting or adjourned meeting at which it is proposed that the proxy appointed by the member will vote; or
  - (ii) in the case of a poll taken more than 48 hours after it is demanded cannot be more than 24 hours (excluding non-working days) before the time appointed for the taking of the poll or, as the case may be, the time fixed for holding the adjourned meeting; or
  - (iii) in the case of a poll taken 48 hours or less after it is demanded, or in the case of an adjourned meeting to be held 48 hours or less after the time fixed for holding the original meeting, shall be the time of commencement of the meeting or adjourned meeting at which the poll is demanded or, as the case may be, at the original meeting, with delivery being made pursuant to Article 96(A) or to the chairman or to the secretary or to any director or as directed at the meeting by the chairman.

For the purposes of this Article 96 "**non-working days**" means weekends, Christmas Day, Good Friday and any other bank holiday in Scotland.

- (C) Failure to deposit, receive or deliver the appointment of a proxy in accordance with the requirements set out above shall entitle the Company to treat such instrument as being invalid save that the directors may, in their absolute discretion, treat such an instrument as valid notwithstanding any default in complying with the requirements set out above.
- (D) Nothing in this Article shall prejudice the continuing authority of a validly appointed proxy to attend, speak and vote on any resolution demanded at a meeting in respect of which he is validly appointed whenever taken or to attend, speak and vote at an adjourned meeting (whose business has been adjourned from a meeting in respect of which he has been validly appointed) whenever held. When two or more valid but differing appointments of proxy are delivered in respect of the same share for use at the same meeting, the one which is last delivered or received (regardless of its date or the date of its signature) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last delivered or received, none of them shall be treated as valid in respect of that share. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned.

**97. Maximum validity of proxy**

No appointment of a proxy shall be valid after twelve months have elapsed from the date stated in it as the date of its signature save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned meeting or on a poll after a meeting or an adjourned meeting even after twelve months, if it was valid for the original meeting.

**98. Form of proxy**

- (A) Appointments of proxy shall be in any usual form (including, without limitation, in electronic form) or in such other form as the Board may approve and the Board may, if it thinks fit, but subject to the provisions of the Statutes, send out with the notice of any meeting forms of proxy for use at the meeting. The appointment of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The appointment of proxy shall, unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
- (B) Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Board may from time to time permit appointments of proxy to be made in electronic form in the form of an uncertificated proxy instruction (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as



the Board may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Board (subject always to the facilities and requirements of the relevant system concerned)); and may in a similar manner permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction to be made by like means. The Board may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The Board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a member as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that member.

**99. Cancellation of proxy's authority**

A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, or the previous death or insanity of the principal, unless notice in writing of the determination, death or insanity was received by the Company:

- (i) in the case of an instrument in writing at the Office (or such other place in the United Kingdom as was specified for the delivery of instruments of proxy in the notice convening the meeting or other accompanying document); or
- (ii) in the case of a communication in electronic form to such address specified for the purpose of the meeting, proxy form or in any communication in electronic form issued by the Company inviting shareholders to appoint a proxy,

not later than the last time at which an instrument of proxy should have been delivered in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll demanded.

**CORPORATIONS ACTING BY REPRESENTATIVES**

**100. Representatives of corporations**

Any corporation (other than the Company itself) which is a member of the Company may by resolution of its board of directors or other governing body authorise such person or persons as it thinks fit 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 and, subject to the terms of the Statutes, the corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting at which a person or persons so authorised is present.

**APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS****101. Number of directors**

Subject to the following provisions of these Articles, and unless otherwise determined by ordinary resolution of the Company, the number of directors (disregarding alternate directors) shall not be less than two nor more than seven.

**102. Directors' shareholding qualification**

A director shall not be required to hold a share qualification but a director who is not a member of the Company shall nevertheless be entitled to receive notice of and to attend and speak at all general meetings of the Company and all separate meetings of the holders of any class of shares of the Company.

**103. Power of the Company to appoint directors**

Subject to the provisions of these Articles, the Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles.

**104. Power of the Board to appoint directors**

Without prejudice to the power of the Company in general meeting pursuant to any of the provisions of these Articles to appoint any person to be a director, the Board may appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any director so appointed shall hold office only until the next annual general meeting and shall then be eligible for election.

**105. Periodic retirement**

Each director shall retire from office at the third annual general meeting after the annual general meeting at which he was last elected until the ninth anniversary of his appointment and annually thereafter.

**106. Filling vacancies**

Subject to the provisions of these Articles, at the meeting at which a director retires the Company can pass an ordinary resolution to re-elect the director or to elect some other eligible person in his place.

**107. Power of removal by special resolution**

In addition to any power of removal conferred by the Statutes, the Company may by special resolution remove any director before the expiration of his

period of office and may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a director in his place.

**108. Persons eligible as directors**

No person other than a director retiring at the meeting or a person recommended by the Board shall be appointed or re-appointed as a director at any general meeting unless not less than seven nor more than forty two days before the day appointed for the meeting, a notice signed by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the secretary of the intention to propose that person for appointment or re-appointment together with a notice signed by that person of his willingness to be appointed or re-appointed.

**109. Position of retiring directors**

A director who retires (whether as a periodic retirement or otherwise) at an annual general meeting may, if willing to continue to act, be re-appointed. If he is not re-appointed, 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.

**110. Vacation of office by directors**

Without prejudice to the provisions for periodic retirement or otherwise contained in these Articles, the office of a director shall be vacated if:

- (i) he resigns his office by notice in writing delivered to the Office or tendered at a meeting of the Board; or
- (ii) by notice in writing delivered to the Office or tendered at a meeting of the Board he offers to resign and the Board resolves to accept such offer; or
- (iii) by notice in writing delivered to the Office or tendered at a meeting of the Board, his resignation is requested by all of the other directors and all of the other directors are not less than three in number; or
- (iv) he is or has been suffering from mental ill health or becomes a patient for any purpose of any statute relating to mental health and the Board resolves that his office is vacated; or
- (v) he is absent without the permission of the Board from meetings of the Board (whether or not an alternate director appointed by him attends) for six consecutive months and the Board resolves that his office is vacated; or
- (vi) he becomes bankrupt or compounds with his creditors generally; or
- (vii) he is prohibited by law from being a director; or
- (viii) he ceases to be a director by virtue of the Statutes or is removed from office pursuant to these Articles.

If a director vacates his office for any reason, he shall cease to be a member of any committee or sub-committee of the Board.

In this Article, references to "in writing" includes the use of communications in electronic form subject to such terms and conditions as the Board may decide.

**111. Alternate directors**

- (A) Each director may appoint any person to be his alternate and may at his discretion remove an alternate director so appointed. If the alternate director is not already a director, the appointment, unless previously approved by the Board, shall have effect only upon and subject to its being so approved. Any appointment or removal of an alternate director shall be effected by notice in writing signed by the appointer and delivered to the Office or tendered at a meeting of the Board, or in any other manner approved by the Board. An alternate director shall be entitled to receive notice of all meetings of the Board or of committees of the Board of which his appointer is a member. He shall also be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and at such meeting to exercise and discharge all the functions, powers, rights and duties of his appointer as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director.
- (B) Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to directors and shall during his appointment be an officer of the Company. An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the director appointing him. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director. An alternate director shall not be entitled to receive from the Company any fee in his capacity as an alternate director but the Company shall, if so requested in writing by the appointer, pay to the alternate director any part of the fees or remuneration otherwise due to the appointer.
- (C) A director or any other person may act as an alternate director to represent more than one director. Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director but he shall count as only one for the purposes of determining whether a quorum is present. Signature by an alternate director of any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as signature by his appointer.

- (D) An alternate director shall automatically cease to be an alternate director if his appointer ceases for any reason to be a director except that, if at any meeting any director retires but is re-appointed or deemed to be re-appointed at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.
- (E) In this Article, references to "in writing" include the use of communications in electronic form subject to such terms and conditions as the Board may decide.

#### **112. Executive directors**

The Board or any committee authorised by the Board may from time to time appoint one or more directors to hold any employment or executive office with the Company for such period (subject to the provisions of the Statutes) and upon such other terms as the Board or any committee authorised by the Board may in its discretion decide and may revoke or terminate any appointment so made. Any revocation or termination of the appointment shall be without prejudice to any claim for damages that the director may have against the Company or the Company may have against the director for any breach of any contract of service between him and the Company which may be involved in the revocation or termination. A director so appointed shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may decide, and either in addition to or in lieu of his remuneration as a director.

### **FEES, REMUNERATION, EXPENSES AND PENSIONS**

#### **113. Directors' fees**

The directors shall be paid, out of the funds of the Company by way of fees for their services as directors, such sums (if any) as the Board may from time to time determine (not exceeding in the aggregate £100,000 per annum or such larger amount as the Company may by ordinary resolution determine) and such remuneration shall be divided between the directors as the Board shall agree or, failing agreement, equally. Such remuneration shall be deemed to accrue from day to day. The provisions of this Article shall not apply to the remuneration of any director who is appointed to any executive office (whether part time or full time) which remuneration shall be established pursuant to the provisions of Article 112.

#### **114. Additional remuneration**

Any director who is appointed to any executive office or who performs services which in the opinion of the Board or any committee authorised by the Board go beyond the ordinary duties of a director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may in

its discretion decide in addition to any remuneration provided for by or pursuant to any other Article.

**115. Expenses**

Each director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings of the Company or any other meeting which as a director he is entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a director.

**116. Pensions and allowances**

The Board may (by the establishment of, or maintenance of, schemes or otherwise) pay and agree to pay pensions or other retirement, superannuation, death or disability benefits or allowances to any person in respect of any Director or former Director, officer or former officer of the Company who may hold or may have held any executive office or employment under the Company or any subsidiary of the Company or its holding company (if any) and for the purpose of providing any such pensions or other benefits or allowances may contribute to any scheme or fund and may make payments towards insurances or trusts in respect of such persons.

### **DIRECTORS' INTERESTS**

**117. Permitted interests and voting**

Paragraphs (A) to (H) of this Article are subject to the provisions of the Statutes and to the provisions of paragraphs (J) to (P).

(A) No director or proposed or intending director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any contract in which any director is in any way interested be liable to be avoided, nor shall any director who is so interested be liable to account to the Company or the members for any remuneration, profit or other benefit realised by the contract by reason of the director holding that office or of the fiduciary relationship thereby established.

(B) A director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of director for such period (subject to the provisions of the Statutes) and upon such other terms as the Board may decide, and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may decide, and either in addition to or in lieu of any remuneration provided for by or pursuant to any other Article.

- (C) A director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested or as regards which it has any power of appointment, and shall not be liable to account to the Company or the members for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in the other company. The Board may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company.
- (D) A director may act by himself or his firm in a professional capacity (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
- (E) A director shall not vote on or be counted in the quorum in relation to any resolution of the Board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each director and in that case each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution unless it concerns his own appointment or the settlement or variation of the terms or the termination of his own appointment or the appointment of another director to an office or place of profit with a company in which the Company is interested and the director seeking to vote or be counted in the quorum owns one per cent. or more of it.
- (F) Save as otherwise provided by these Articles, a director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board in respect of any actual or proposed transaction or arrangement with the Company in which he has an interest which (taken together with any interest of any person connected with him) is to his knowledge an interest of which he is aware, or ought reasonably to be aware, does conflict, or can reasonably be regarded as likely to give rise to a conflict, with the interests of the Company and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any resolution where that interest arises only from one or more of the following matters:

- (i) the giving to him of any guarantee, indemnity or security in respect of money lent or obligations undertaken by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
  - (ii) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - (iii) where the Company or any of its subsidiary undertakings is offering securities in which offer the director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the director is to participate;
  - (iv) any contract in which he is interested by virtue of his interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;
  - (v) any contract concerning any other company (not being a company in which the director owns one per cent. or more) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;
  - (vi) any contract concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to directors and employees of the Company or of any of its subsidiary undertakings and does not provide in respect of any director as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;
  - (vii) any contract for the benefit of the employees of the Company or of any of its subsidiary undertakings under which he benefits in a similar manner to the employees and which does not accord to any director as such any privilege or advantage not accorded to the employees to whom the contract relates; and
  - (viii) any contract for the purchase or maintenance of insurance against any liability for, or for the benefit of, any director or directors or for, or for the benefit of, persons who include directors.
- (G) A company shall be deemed to be a company in which a director owns one per cent. or more if and so long as (but only if and so long as) he, taken together with any person connected with him, is to his knowledge (either directly or indirectly) the holder of or beneficially



interested in one per cent. or more of any class of the equity share capital of that company or of the voting rights available to members of that company. For the purpose of this paragraph of this Article there shall be disregarded any shares held by the director or any such person as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which his, or any such person's, interest is in reversion or remainder if and so long as some other person is entitled to receive the income of the trust and any shares comprised in an authorised unit trust scheme in which he, or any such person, is interested only as a unit holder.

- (H) Where a company in which a director owns one per cent. or more is interested in a contract, he also shall be deemed to be interested in that contract.
- (I) If any question shall arise at any meeting of the Board as to whether the interest of a director gives rise to a conflict, or could reasonably be regarded as likely to give rise to a conflict, with the interests of the company or as to the entitlement of any director to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be decided by a resolution of the Board (for which purpose the director in question shall not be counted in the quorum and provided that the resolution was agreed to without the director in question voting or would have been agreed if their votes had not been counted) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the director (so far as it is known to him) has not been fairly disclosed to the Board.
- (J) A director who is in any way, whether directly or indirectly, interested in a actual or proposed transaction or arrangement with the Company shall declare the nature and extent of his interest at the meeting of the Board at which the question of entering into the contract is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general notice to the Board by a director to the effect that (a) he is a member of a specified company or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm or (b) he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract; provided that no such notice shall be effective unless either it is given at a meeting of the Board or the director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.
- (K) References in this Article to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.

- (L) In respect of any situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, the Board may authorise the matter, on such terms as they may determine, provided that:
  - (i) the director has declared the full nature and extent of the situation to the Board; and
  - (ii) it is proposed (either by the director in question or another) that the Board authorise the matter and upon the resolution to do so the requirement for the quorum is met without counting the director in question and the resolution was agreed to without such director voting or would have been agreed to if that conflicted director's vote had not been counted.
- (M) Any terms determined by the Board under paragraph (L) of this Article may be imposed at the time of authorisation or may be imposed subsequently and may include (without limitation):
  - (i) the exclusion of the interested director in question from all information and discussion by the Company of the situation in question; and
  - (ii) (without prejudice to the general obligations of confidentiality) the application to the interested director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the situation in question.
- (N) An interested director under this Article must act in accordance with any terms determined by the Board pursuant to paragraphs (L) or (M) of this Article.
- (O) Any authorisation given by the Board under paragraph (L) of this Article may provide that, where the interested director obtains (other than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.
- (P) Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article provided that nothing in this Article shall permit the Company to cease to comply with the Listing Rules of the UKLA.

## POWERS AND DUTIES OF THE BOARD

### 118. General powers of the Company vested in the Board

Subject to the provisions of the Statutes, the memorandum of association of the Company and these Articles and to any directions given by the Company in general meeting by special resolution, the business of the Company shall be managed by the Board which may exercise all the powers of the Company whether relating to the management of the business of the Company or not. No alteration of the memorandum of association or these Articles and no special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this Article shall not be limited by any special power given to the Board by any other Article.

### 119. Directors may exercise all borrowing powers of the Company

119.1. Subject as hereinafter provided the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the Statutes and these Articles, to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

119.2. The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) so as to secure (so far, as regards subsidiaries, as by such exercise it can secure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Group (which expression in this Article means and includes the Company and its subsidiaries for the time being and the phrase "company in the Group" shall be construed accordingly) exclusive of borrowings by one member of the Group from another, together with any fixed or minimum premium payable on final redemption or repayment thereof (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) after deducting the amount of cash deposited shall not at the time of borrowing, without the previous sanction of an ordinary resolution of the Company in general meeting, exceed:-

119.2.1. from the date of adoption of these Articles by the Company to the date of publication of the first Balance sheet the sum of £20,000,000; and

119.2.2. thereafter, a sum equal to the Adjusted Total of Capital and Reserves.

119.3. For the purpose of this Article, "Balance Sheet" means the published audited balance sheet of the Company unless, as at the date to which audited accounts incorporating such balance sheet are made up, the Company shall

have a subsidiary or subsidiaries, in which event "Balance Sheet" means the published audited consolidated balance sheet of the Groups as at the that date (provided that, if at that date, the Company has a subsidiary or subsidiaries and an audited consolidated balance sheet of the Group has not been prepared as at that date and published, "Balance Sheet" shall mean an audited consolidated balance sheet of the Group prepared by the Company as at such date and reported on by the Auditors as having been properly prepared and the date of publication of such consolidated balance sheet shall be taken to be the date of such report by the Auditors), and references in Article 119.4 to reserves and revenue account shall be deemed to be references to consolidate reserves and consolidated revenue account respectively as disclosed by such consolidated balance sheet.

119.4. For the purposes of this Article, "the Adjusted Total of Capital and Reserves" means the aggregate of:-

119.4.1.the amount paid up on the share capital of the Company; and

119.4.2.the amount standing to the credit of the capital and revenue reserves (including, without prejudice to the generality of the foregoing, any share premium account, capital reserve, capital redemption reserve, revaluation or other reserve and any balance on the revenue account),

all as shown in the latest Balance Sheet but:-

119.4.3.adjusted in respect of any variation in the paid up share capital, share premium account or capital redemption reserve since the date to which that Balance Sheet was made up;

119.4.4.excluding any amounts set aside for taxation and any amounts attributable to minority or outside shareholders in subsidiaries;

119.4.5.deducting any debit balance on the revenue account or other reserve account at the date to which that Balance Sheet was made up; and

119.4.6.deducting the gross amount of any distributions (other than distributions made out of profits earned since the date to which that Balance Sheet is made up and distributions to another company in the Group) in cash or specie made since that date and not provided for in that Balance Sheet.

119.5. For the purposes of the foregoing limit "moneys borrowed" shall be deemed to include but shall not be restricted to:-

119.5.1.the principal amount for the time being outstanding of any debentures (as defined in section 738 of the 2006 Act) together with any fixed or minimum premium payable on final redemption or repayment thereof (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) notwithstanding that the same be issued in whole or in part for a consideration other than cash; and

- 119.5.2. the nominal amount of any issued share capital of any corporate body and the principal amount of any moneys borrowed, the redemption or repayment whereof is guaranteed or secured or the subject of an indemnity by the Company or any of its subsidiaries, together in either case with any fixed or minimum premium payable on final redemption or 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), except so far as either (i) such share capital or the debt owing in respect of such borrowed moneys is for the time being beneficially owned by the Company or any of its subsidiaries or (ii) such borrowed moneys are otherwise taken into account as moneys borrowed by the Company or any of its subsidiaries.
- 119.6. For the purpose of calculating the aggregate amount of all moneys borrowed, any amount expressed in a currency other than sterling shall be translated into sterling at the latest establishable rate of exchange ruling in London prior to the date on which the calculation falls to be made (and so that for that purpose the rate of exchange shall be taken as the spot rate of any bank in London approved by the Board at 11.00 a.m., London time, on the date on which such latest rate of exchange can be established) and, for the purpose of calculating the amount of the Adjusted Total of Capital and Reserves, any amount so expressed in a currency other than sterling shall be translated into sterling at the rate of exchange used for the purposes of the relevant Balance Sheet.
- 119.7. The certificate or report of the Auditors as to the amount of the Adjusted Total of Capital and Reserves or as to the amount of the limit contained in Article 119.2 or as to the aggregate amount of borrowings falling to be taken into account for the purposes of or as to compliance with such limited at any particular time shall be conclusive evidence of such amount or fact for the purposes of this Article 119.
- 119.8. No lender or other person dealing with the Company or any of its subsidiaries shall be concerned to see or inquire whether the said limit is observed and no debt incurred or security given in excess of such limited shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the said limit has been or would thereby be exceeded.

**120. Certification by auditors**

A certificate or report by the auditors as to the amount of issued and fully paid share capital of the Company or as to the amount of moneys borrowed or to the effect that the limit imposed by Article 119.2 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.

**121. Agents**

The Board may, by power of attorney or otherwise, appoint any person or body of persons whether nominated directly or indirectly by the Board to be the agent of the Company upon such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The Board may remove any person appointed under this Article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

**122. Delegation to individual directors**

The Board may entrust to and confer upon any director any of its powers, authorities and discretions (with power to sub-delegate) upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, authorities and discretions and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

**123. Official seals**

The Company may exercise all the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the Board.

**124. Registers**

Subject to the provisions of the Statutes, the Company may keep an overseas or local or other Register in any place and the Board may make and vary such regulations as it may think fit respecting the keeping of the Register.

**125. Authentication of documents**

Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company (including these presents and extracts therefrom) and any resolutions passed by the Company or the Board or a committee of the Board and any books, records, documents and accounts or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

**126. Provision for employees**

The Board may exercise any power conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation, or the transfer to any person of the whole or part of the undertaking, of the Company or that subsidiary.

**127. 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 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 127 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.

**128. Cheques**

All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for money 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 by resolution determine.

## **PROCEEDINGS OF THE BOARD**

**129. Board meetings**

The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the

secretary on the requisition of a director at any time shall, summon a Board meeting.

**130. Notice of board meetings**

Notice of a Board meeting shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request the Board that notices of Board meetings shall during his absence be sent in writing to him at an address given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to directors not so absent and if no request is made to the Board it shall not be necessary to give notice of a Board meeting to any director who is for the time being absent from the United Kingdom. A director may waive the requirement for him to receive notice of any meeting either prospectively or retrospectively. In this Article, references to "in writing" includes the use of communications in electronic form subject to such terms and conditions as the Board may decide.

**131. Quorum**

The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two. Subject to the provisions of these Articles, any director who ceases to be a director at a Board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the Board meeting if no other director objects and if otherwise a quorum of directors would not be present.

**132. Directors below minimum through vacancies**

The continuing directors or a sole continuing director may act notwithstanding any vacancy in their number but, if and so long as the number of directors is reduced below the minimum number fixed by or in accordance with these Articles or is below the number fixed by or in accordance with these Articles as the quorum or there is only one continuing director, the continuing directors or director may act for the purpose of filling vacancies or of summoning 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 summon a general meeting for the purpose of appointing directors.

**133. Appointment of chairman**

The Board may appoint a director to be the chairman or a deputy chairman of the Board, and may at any time remove him from that office. The chairman or failing him a deputy chairman shall act as chairman at every meeting of the Board. If more than one deputy chairman is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chairman who has been in office as a director longest shall take



the chair. But if no chairman or deputy chairman is appointed, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting.

**134. Competence of meetings**

A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

**135. Voting**

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

**136. Delegation to Committees**

- (A) The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to any committee, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit, provided that the majority of persons on any committee or sub-committee must be directors. References in these Articles to committees include sub-committees permitted under this Article.
- (B) Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board.
- (C) The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

**137. Validity of acts of the Board or a committee**

All acts carried out by the Board or by any committee or by any person acting as a director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or committee or person so acting or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote, be as valid as if each such member or person had

been properly appointed and was qualified and had continued to be a director or member of the committee and had been entitled to vote.

**138. Participation in meetings by telephone**

All or any of the members of the Board or any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to speak to and hear each other. A person so participating 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 is assembled, or, if there is no such group, where the chairman of the meeting then is.

**139. Resolution in writing**

A resolution in writing signed by all the directors for the time being entitled to receive notice of a meeting of the Board (if that number is sufficient to constitute a quorum) or by all the members of a committee for the time being so entitled shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of the committee properly called and constituted. In this Article, references to "in writing" include the use of communications in electronic form.

**140. Records of Board meetings**

The Directors shall cause minutes to be made, in books provided for the purpose, of the following matters, namely:

- (a) of all the appointments of officers, managers, agents and committees made by the Board;
- (b) of the names of the Directors or their alternates and any other person present at each meeting of Directors any of any committee formed under Article 137;
- (c) of all orders made by the Board; and
- (d) of all resolutions and proceedings of meetings of the Company and of the Board and committees of the Board.

Any minute of any meeting of the Board or committee of the Board, or meeting of the Company, if signed by any person purporting to be the Chairman of such meeting or the next succeeding meeting, shall be receivable in evidence of the matters stated in such minute without further proof.

**141. 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 facilitating discovery of falsification.

### **SECRETARY**

**142. Appointment and removal of the secretary**

Subject to the provisions of the Statutes, the secretary shall be appointed by the Board for such term and upon such conditions as the Board may think fit; and any secretary so appointed may be removed by the Board. The secretary shall receive such remuneration as the Board or any committee authorised by the Board shall decide.

### **DIVIDENDS AND OTHER PAYMENTS**

**143. Declaration of dividends by the Company**

The Company in general meeting may by ordinary resolution declare dividends, but no dividend shall exceed the amount recommended by the Board.

**144. Interim Dividends**

The Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company.

**145. Dividends to comply with the Statutes**

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

**146. Dividends to be paid proportionately to amounts paid up on shares**

Subject to the rights of persons entitled to shares with any priority, preference or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share. All dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. If any share is issued on terms providing that it shall rank for dividend as if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly.

**147. Board may deduct monies owed from dividend**

The Board may deduct from any dividend, or other moneys payable to any member (whether solely or jointly with another) on or in respect of a share,

all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares of the Company.

**148. Distribution of specific assets**

Any general meeting declaring a dividend may, upon the recommendation of the Board, direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company, and the Board shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties (and secure, so far as practicable, equality of distribution), and may vest any such specific assets in trustees as the Board may deem expedient.

**149. Payment of dividends**

All dividends and interest shall belong and be paid (subject to any lien of the Company) to those members whose names shall be on the Register at the date at which such dividend shall be declared or at the date on which such interest shall be payable respectively, or at such other date as the Company by ordinary resolution or the Board may determine notwithstanding any subsequent transfer or transmission of shares. The Company may pay any dividend, interest or other moneys payable in cash in respect of shares by direct debit, bank transfer, cheque, dividend warrant or money order and may remit the same by post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the joint holder whose name stands first in the Register, or to such person and to such address as the holder or joint holders may in writing direct, and the Company shall not be responsible for any loss of any such cheque, warrant or order or for any error in any transfer by direct debit or bank transfer which in each case shall be sent or transferred at the risk of the persons entitled to the money thereby. Every such cheque, warrant or order shall be made payable to the person to whom it is sent, or to such person as the holder or joint holders may in writing direct, and the payment of such cheque, warrant or order or the transfer by way of direct debit or bank transfer by the bank so instructed by the Company shall be a good discharge to the Company. If any such cheque, warrant or order has or shall be alleged to have been lost, stolen or destroyed, the Board may, at the request of the person entitled thereto issue a replacement cheque, warrant or order 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 Board may think fit. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the share held by him as joint holder. If on two consecutive occasions cheques, warrants or orders in payment of dividends or other moneys payable in respect of any share have been sent through the post in accordance with the provisions of this

Article but have been returned and undelivered or left uncashed during the periods for which the same are valid or, following one such occasion, reasonable enquiries have failed to establish any new address for the member or other person entitled thereto, the Company need not thereafter despatch further cheques or warrants in payment of dividends or other moneys payable in respect of the share in question until the member or other person entitled thereto shall have communicated with the Company and supplied in writing to the Office an address for the purpose.

In this Article, references to "in writing" includes the use of communications in electronic form subject to such terms and conditions as the Board may decide.

**150. No dividend to bear interest**

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

**151. Board may invest unclaimed dividends**

All dividends, interest or other sums payable unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

**152. Forfeiture of dividends unclaimed for twelve years**

All dividends unclaimed for a period of twelve years after having become due for payment shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.

## **RESERVES**

**153. Sums carried to reserve**

The Directors may, before recommending any dividend or capital distribution, from time to time set aside out of the profits of the Company and carry to reserves such sums as they think proper which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors think fit. The Directors may divide the reserves into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserves may have been divided. The Directors may also, without placing the same to reserves, carry forward any profits. In carrying funds to reserves and in applying the same the Directors shall comply with the provisions of the Statutes.

#### 154. Capital reserve

- (A) The Board shall establish a reserve to be called the "capital reserve" and shall either carry to the credit of such reserve from time to time all capital profits or appreciations arising on the sale, transposition, payment of or revaluation of any investment or other capital asset of the Company in excess of the book value thereof or apply the same in providing for depreciation or contingencies. For the avoidance of doubt, accrued but unpaid interest or any sum received in respect of accrued but unpaid interest shall not be treated as capital profits or appreciations arising on the sale, transposition, payment off of or revaluation of any investment or other capital asset. Any losses realised on the sale, transposition, payment off of or revaluation of any investment or other capital asset and any other expenses, loss or liability (or provision thereof) considered by the Board to be of a capital nature shall be carried to the debit of the capital reserve except in so far as the Board may in its discretion decide to make good the same out of other funds of the Company. Any increase or diminution in the amount of any index-linked stock or other index-linked obligation of the Company shall be carried to the debit or credit of the capital reserve, except so far as the Board may in its discretion decide to make good the same out of or credit the same to other funds or reserves of the Company.
- (B) Subject to the Statutes and without prejudice to the foregoing generality, the Board may determine whether any amount received by the Company is to be dealt with as income or capital or partly one and partly the other. The Board may determine whether any cost, liability or expense (including, without limitation, any costs incurred or sums expended in connection with the management of the assets of the Company or finance costs (including, without limitation, any interest payable by the Company in respect of any borrowings of the Company)) is to be treated as a cost, liability or expense chargeable to capital or to revenues or partly one and partly the other, having regard, *inter alia*, to the investment objectives of the Company, and to the extent the Board determines that any such cost, liability or expense should reasonably and fairly be apportioned to capital the Board may debit or charge the same to the capital reserve.

#### CAPITALISATION OF PROFITS

#### 155. Power to capitalise reserves and revenue account

The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve (including any share premium account, capital redemption reserve, merger reserve or special reserve arising on the cancellation or reduction of share premium account) or the profit and loss account whether or not the same is available for distribution and accordingly that the amount to be capitalised be set free for distribution among the

members or any class of members who would be entitled to it if it were distributed by way of dividend and in the same proportions, on the footing that it is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by those members respectively or in paying up in full unissued shares, debentures or other obligations of the Company to be allotted and distributed credited as fully paid up among those members, or partly in one way and partly in the other, but so that, for the purposes of this Article, a share premium account and a capital redemption reserve, merger reserve and any reserve or account representing unrealised profits, may be applied only in paying up in full unissued shares of the Company. The Board may authorise any person to enter into an agreement with the Company on behalf of the persons entitled to participate in the distribution providing for the allotment to them respectively of any shares, debentures or other obligations of the Company to which they are entitled on the capitalisation and the agreement shall be binding on those persons.

**156. Settlement of difficulties in distribution**

Where any difficulty arises in regard to any distribution of any capitalised reserve or account the Board may settle the matter as it thinks expedient and in particular may authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any members in order to adjust the rights of all parties, as may seem expedient to the Board.

### **RECORD DATES**

**157. Power to choose any record date**

Notwithstanding any other provision of these Articles, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made. The power to fix any such record date shall include the power to fix a time on the chosen date.

### **ACCOUNTING RECORDS**

**158. 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 accounts and reports as may be required by the Statutes

**159. Accounts to be sent to members**

Subject to the provisions of Article 159, a printed copy of the accounts which are 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 21 clear days before the date of the meeting, be sent 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, provided that:

- (i) this Article shall not require a copy of such documents to be sent to more than one of any joint holders or to any person who is not entitled to receive notices of meetings or of whose address the Company is not aware; and
- (ii) the accidental omission to send such documents to, or the non-receipt of any such documents by, any person entitled thereto shall not invalidate any proceedings at the relevant annual general meeting.

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.

**160. Summary financial statements**

The Company may send summary financial statements to members of the Company instead of copies of its full accounts and reports.

**161. Records to be kept**

The Board shall cause to be kept at the Office, or such other place as the directors think fit, accounting records sufficient to show and explain the Company's transactions, and such as to disclose with reasonable accuracy at any time the financial position of the Company at that time, and which accord with the Statutes.

**162. Inspection of records**

The Board shall, from time to time, subject to the provisions of the Statutes, determine whether, in any particular case, or class of cases, or generally and at which times and places, and under what conditions or regulations, the accounts and books of the Company, or any or them shall be open to the inspection of the members, and no member, not being a Director, shall have any right of inspecting any account or book, or document of the Company except as conferred by the Statutes, or authorised by the Directors, or by resolution of the Company in a general meeting.

## **AUDITORS**

**163. 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. The appointment, removal, powers and rights, remuneration and duties of the Auditor shall be as regulated by the Statutes.

**164. Attendance at general meetings**

The Auditors shall be entitled to attend any general meeting of the Company 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 the Auditors.

### **SERVICE OF NOTICES AND DOCUMENTS**

**165. Service of notices**

Any notice or document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post addressed to the member at his registered address or by leaving it at that address addressed to the member or by means of a relevant system or, where appropriate, by sending it in electronic form to an address for the time being notified by the member concerned to the Company for that purpose, or by publication on a web-site in accordance with the Statutes or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.

**166. Record date for service**

Any notice or document may be served or delivered by the Company by reference to the Register as it stands at any time not more than fifteen days before the date of service or delivery. No change in the Register after that time shall invalidate that service or delivery. Where any notice or document is served on or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document.

**167. Members resident abroad**

Any member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices or documents may be served upon him shall be entitled to have notices or documents served upon him at that address but, unless he does so, shall not be entitled to receive any notice or document from the Company.

**168. Service of notice on person entitled by transmission**

A person who is entitled by transmission to a share, upon supplying the Company with either or both of: (i) a postal address within the United Kingdom for the service of written notices; and/or (ii) an address for the purposes of the service of notices in electronic form, shall be entitled to have served upon or delivered to him at such address any notice or document to which he would have been entitled if he were the holder of that share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claimants through or under him) in the share. Otherwise, any notice or other document served on or delivered to any member pursuant to these Articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served or delivered in respect of any share registered in the name of that member as a sole or joint holder.

**169. When notice deemed served**

Any notice or document, if sent by the Company by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post and, in proving service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post. Any notice or document not sent by post but left by the Company at a registered address shall be deemed to have been served or delivered on the day it was so left. Any notice served or delivered by the Company by means of a relevant system shall be deemed to have been served or delivered when the Company or any sponsoring system-participant acting on its behalf sends the issuer-instruction relating to the notice. Any notice or document sent by the Company by way of a communication in electronic form shall be deemed to have been received on the day following that on which it was sent. Proof that notice contained in a communication in electronic form was sent in accordance with the guidelines issued from time to time by the Institute of Chartered Secretaries and Administrators, or such other guidelines which the Board, in its absolute discretion, resolves to be applicable, shall be conclusive evidence that the notice was sent. A notice or other document placed on the Company's web-site shall be deemed to have been received on the day following that on which the notice of availability was sent. Any notice or document served or delivered by the Company by any other means authorised in writing by the member concerned shall be deemed to have been served when the Company has carried out the action it has been authorised to take for that purpose.

**170. Notice when post and/or electronic means not available**

If at any time by reason of the suspension or curtailment of postal services and/or the unavailability of communications in electronic form within the United Kingdom or some part of the United Kingdom (the "affected area") the Company is unable effectively to serve notice on members with an

address in the affected area, a general meeting may be convened by a notice to such members advertised in at least one newspaper with a circulation throughout the affected area. Notice published in this way shall be deemed to have been properly served on all members and persons entitled by transmission, who are entitled to have notice of the meeting served upon them, on the day when the advertisement has appeared in at least one such paper. If at least six clear days prior to the meeting the posting of notices to addresses throughout the affected area has again become practicable, the Company shall send confirmatory copies of the notice by post to the persons entitled to receive them.

### **DESTRUCTION OF DOCUMENTS**

#### **171. Company may destroy old instruments of transfer and other documents**

The Company shall be entitled to destroy:

- (i) any instrument of transfer of shares or Operator-instruction for the transfer of shares which has been registered at any time after the expiration of six years from the date of registration thereof;
- (ii) any instruction concerning the payment of dividends or other moneys in respect of any share or any variation or cancellation thereof or any notification of change of address, at any time after the expiration of two years from the date of recording thereof or, as the case may be, the date of such cancellation or cessation;
- (iii) any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation; and
- (iv) any other document on the basis of which any entry in the Register has been made at any time after the expiration of six years from the date of the first entry in the Register in respect thereof,

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company; provided always that:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to any claim (regardless of the parties thereto);
- (b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such

document earlier than as aforesaid or in any case where the conditions of paragraph (a) above are not fulfilled; and

- (c) references in this Article to the destruction of any document include references to its disposal in any manner.

### **WINDING UP**

172. If the Company shall be wound up (whether the liquidation is voluntary or by the Court) the liquidator may, with the authority of a special resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purposes 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, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributor shall be compelled to accept any shares or other property in respect of which there is a liability.

### **INDEMNITY**

173. **Indemnity of officers and others**

Subject to the provisions of the Statutes, the Company may indemnify any director, or other officer (or any person who was at any time a director, or other officer of the Company, or its predecessor in business, or of a holding undertaking or subsidiary undertaking of the Company) against any liability and may purchase and maintain for any such person insurance 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. Subject to those provisions but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director, former director or other officer of the Company shall be indemnified out of the assets of the Company against any loss or liability incurred by him in the execution of his duties in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, or of such indemnification, to be treated as void under the Statutes.

174. **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 on the Company and as between the Company and every such member as aforesaid, his executors, administrators or other legal personal representatives and estate whatsoever 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.

#### TAX INDEMNITY

##### 175. Tax Indemnity

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:-

- 175.1. the death of such member;
- 175.2. the non-payment of inheritance tax or any estate, probate, succession, death, stamp, or other duty by the executor or administrator or other legal personal representative of such member or by or out of his estate; or
- 175.3. any other act or thing;

the Company in every such case:-

- 175.4. shall be fully indemnified by such member or his executor or administrator or his other legal representative from all liability; and
- 175.5. may recover as a debt due from such member or his executor or administrator or his other legal personal representative wherever constituted or residing any monies paid by the Company under or in consequence of any such law together with interest thereon at the rate of fifteen per cent. Per annum thereon (or such lower rate as the Board may from time to time determine) from date of payment by the Company to date of repayment by the member or his executor or his administrator or his other legal personal representative.

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 executor, administrator or other legal personal representative 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.

#### MANAGERS

- 176.1. If at any time the agreement between the Company and Edinburgh Fund Managers plc ("EFM") for the management by EFM of the Company's investment is terminated, or if any offer is made to all the holders of shares in the capital of the Company to acquire the whole or any part of such shares and the right to cast more than 50 per cent. of the votes which may ordinarily be cast at a general meeting of the Company has or will become vested in the offeror and/or any company controlled by the offeror and/or any person associated, or acting in concert, with the offeror then, in either such event, EFM shall be entitled by notice in writing to the Company to require that the name of the Company is changed to a name which does not contain the word "Edinburgh", the letters "EFM" or the words "Edinburgh Fund Managers" or any letters or word or words colourably or confusingly similar thereto.
- 176.2. If within three months after the giving of such notice the name of the Company has not been so changed, EFM shall be entitled to convene an extraordinary general meeting of the Company for the purpose of passing a

special resolution ("the Name Change Resolution") adopting as the name of the Company a name selected by EFM and at any such extraordinary general meeting the shares held by members voting (in person or by proxy or, in the case of a corporation, by representative) in favour of the Name Change Resolution shall, in respect of such resolution, carry in aggregate such number of votes as is equal to three-quarters of the total votes cast upon such resolution.

## PART II

### PRELIMINARY

#### 177. Definitions

In Part II of these Articles, unless the context otherwise requires, the following definitions shall apply:

<b>"Calculation Date"</b>	means close of business on each of 31 March 2009, 30 June 2009, 30 September 2009, 31 December 2009 and 31 January 2010 (or, where any of such dates is not a working day, the first preceding working day prior) and close of business on such other working day or days falling prior to 31 January 2010 (if any) as the Board may in its sole discretion select and, if earlier: <ul style="list-style-type: none"> <li>(i) close of business on the day on which the Board resolves that Force Majeure Circumstances have arisen or are imminent; and</li> <li>(ii) close of business on the fifth working day prior to any day on which the listing of the Continuation Shares on the Official List is cancelled;</li> </ul>
<b>"Cash" or "Near Cash Investments"</b>	means cash, cash deposits and money market instruments;
<b>"Continuation Fund"</b>	means the pool of assets of the Company attributable to the Continuation Shares from time to time;
<b>"Continuation Shareholders"</b>	means the holders of Continuation Shares;
<b>"Continuation Shares"</b>	means continuation shares of 75p each in the capital of the Company carrying the rights attached to them in Articles 178 to 185 (inclusive) below;
<b>"Conversion"</b>	means the conversion of Continuation Shares into New Ordinary Shares in accordance with Article 184 below;

**"Conversion Date"** means close of business on such working day following a Calculation Date as may be selected by the Board and falling not more than 10 working days after the relevant Calculation Date falls except where the Calculation Date falls on the day referred to in subparagraph (ii) of the definition of "Calculation Date" in which event "Conversion Date" means close of business on the working day immediately prior to such cancellation;

**"Conversion Number"** means the number of New Ordinary Shares into which the relevant Continuation Shares convert, which is calculated as:

$$\frac{A}{B} \text{ where "A" = C-D and "B" = } \frac{F-G}{H} \text{ and where:}$$

"C" is the aggregate of:

- (i) the value of the investments of the Company to be transferred from the Continuation Fund to the Ordinary Fund on the relevant Conversion Date as described in Article 185 (i) (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed, traded or dealt in on a stock exchange or market calculated by reference to the bid prices for those investments at the Calculation Date, or, if appropriate, the daily average of the prices marked for those investments on the Calculation Date, on the principal stock exchange or market where the relevant investment is listed, traded or dealt in as derived from the relevant exchange's or market's recognised method of publication of prices for such investments where such published prices are available, provided that if the Board considers, acting reasonably and after consultation with the Investment Manager, that the valuation of any such investment by reference to the bid prices or the daily average of the prices marked for such investment (as applicable) would be inappropriate then such investment shall be valued in accordance with (ii) below;
- (ii) the value of all other investments of the Company to be transferred from the Continuation Fund to the Ordinary Fund on the Conversion Date as described in Article 185



- (i) (other than investments included in (i) above or (iii) below) calculated by reference to the Board's belief as to a fair current value of those investments after taking into account any price publication services reasonably available to the Board;
- (iii) the amount which, in the Board's opinion, fairly reflects, on the Calculation Date, the value of all other assets of the Company to be transferred from the Continuation Fund to the Ordinary Fund on the Conversion Date as described in Article 185 (i) (excluding the investments valued under (i) and (ii) above but including Cash and Near Cash Investments and including any accrued income less accrued expenses and other items of a revenue nature); and
- (iv) for the purposes of calculating C, the amounts due to the Continuation Fund but unpaid as a result of the Standard Life Costs Contribution undertaking shall be treated as an asset and valued at 100 per cent.;

"D" is the pro rated amount (to the extent not otherwise deducted from the assets of the Company attributable to the Continuation Shares in the calculation of C) which, in the Board's opinion, fairly reflects the amount of the liabilities of the Company attributable to the Continuation Shares at the Calculation Date (including the amount of any dividend on the Continuation Shares declared but not yet paid by such date where such dividend is payable by reference to a record date prior to the Conversion Date immediately following such Calculation Date) pro rated in the proportion that the value of the gross assets to be transferred from the Continuation Fund bear to the value of the gross assets in the whole Continuation Fund;

"F" is the aggregate of:

- (i) the value of all the investments of the Company attributable to the Ordinary Shares (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed, traded or dealt in on a stock exchange or market calculated by reference to the bid prices

for those investments at the Calculation Date, or, if appropriate, the daily average of the prices marked for those investments on the Calculation Date, on the principal stock exchange or market where the relevant investment is listed, traded or dealt in as derived from the relevant exchange's or market's recognised method of publication of prices for such investments where such published prices are available, provided that if the Directors consider, acting reasonably and after consultation with the Investment Manager, that the valuation of any such investment by reference to the bid prices or the daily average of the prices marked for such investment (as applicable) would be inappropriate then such investment shall be valued in accordance with (ii) below;

- (ii) the value of all other investments of the Company attributable to the Ordinary Shares (other than investments included in (i) above or (iii) below) calculated by reference to the Board's belief as to a fair current value of those investments after taking into account any price publication services reasonably available to the Board;
- (iii) the amount which, in the Board's opinion, fairly reflects, on the Calculation Date, the value of all other assets of the Company attributable to the Ordinary Shares (excluding the investments valued under (i) and (ii) above but including Cash and Near Cash Investments and including any accrued income less accrued expenses and other items of a revenue nature); and
- (iv) an amount which, in the Directors' opinion, fairly reflects the amount expected to be received from the Manager in respect of refunding VAT on management fees and any interest thereon except that, if there is any material doubt as to recovery of any sum, it shall not be included;

"G" is the amount (to the extent not otherwise deducted from the assets of the Company attributable to the Ordinary Shares in the calculation of F) which, in the Board's opinion, fairly reflects the amount of the liabilities of the Company attributable to the

Ordinary Shares at the Calculation Date and shall include the amount of any dividend on the Ordinary Shares declared but not yet paid by such date where such dividend is payable by reference to a record date prior to the Conversion Date immediately following such Calculation Date; and

"H" is the number of Ordinary Shares in issue at the Calculation Date,

provided that the Board shall be entitled to make such adjustments to the value or amount of C,D,F or G as the auditors of the Company shall report to be appropriate having regard, among other things, to the assets and liabilities of the Company properly attributable to the Ordinary Shares and/or to the Continuation Shares and/or to the reasons for the issue of the Continuation Shares;

<b>"deferred shares"</b>	means redeemable deferred shares of 25p each in the capital of the Company arising on Conversion;
<b>"existing Ordinary Shares"</b>	means the Ordinary Shares in issue immediately prior to any Conversion;
<b>"Final Conversion Date"</b>	means close of business on such working day as may be selected by the Board and falling no more than 10 working days after 31 January 2010;
<b>"Force Majeure Circumstances"</b>	means any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation and/or any actual or anticipated change in the regulatory listing or status of the Company under section 842 of the Income and Corporation Taxes Act 1988 which, in the reasonable opinion of the Board, renders Conversion necessary or desirable;
<b>"Issue Date"</b>	means the day on which the admission of the Continuation Shares to the Official List maintained by the UKLA and to trading on the main market of the London Stock Exchange first becomes effective;
<b>"New Ordinary Shares"</b>	means the new ordinary shares of 25p each arising on Conversion;
<b>"Ordinary Fund"</b>	means the pool of assets of the Company attributable to the Ordinary Shares from time to time;
<b>"Standard Life Costs Contribution"</b>	means the contribution to be made by Standard Life Investments (Corporate Funds) Limited in accordance with the letter dated 19 December 2008 from Standard

Life Investments (Corporate Funds) Limited to the Company; and

**"working day"** means any day on which banks are generally open for business in London, other than a Saturday or Sunday or public holiday.

## DIVIDENDS

### 178. Dividends

The holders of the Ordinary Shares, the Continuation Shares and the deferred shares shall have the following rights to be paid dividends:

- (i) the deferred shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a non-cumulative dividend at a fixed rate of one per cent. of the nominal amount thereof (the "Deferred Dividend") on the date six months after the Final Conversion Date payable to the holders thereof on the register of members on that date as holders of deferred shares but shall confer no other right, save as provided in this Part II of these Articles, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Final Conversion Date and shall then only be payable to those holders of deferred shares registered in the register of members of the Company as holders of deferred shares on that date;
- (ii) the Continuation Shareholders shall be entitled to receive in that capacity such dividends as the Board may resolve to pay out of the revenue profits on the net assets attributable to the Continuation Shares;
- (iii) the existing Ordinary Shares shall confer the right to dividends declared in accordance with these Articles in respect of the revenue profits on the net assets attributable to the existing Ordinary Shares;
- (iv) the New Ordinary Shares arising on Conversion of any Continuation Shares shall rank *pari passu* with the existing Ordinary Shares for dividends and other distributions declared by reference to a record date falling after the relevant Conversion Date; and
- (v) no dividend or other distribution shall be made or paid by the Company on any of its shares between a Calculation Date and its associated Conversion Date (both dates inclusive) and no dividend or other distribution shall be declared with a record date falling between a Calculation Date and its associated Conversion Date (both dates inclusive).

## RIGHTS AS TO CAPITAL

### 179. Rights as to Capital

The holders of the Ordinary Shares, the Continuation Shares and the deferred shares shall have the following rights as to capital:

- (i) The holders of the Continuation Shares and the deferred shares shall have the following rights as to capital on a winding up or return of capital (otherwise than on a purchase by the Company of any of its shares), after paying all the debts and satisfying all the liabilities attributable to the Continuation Fund:
  - (a) if there are deferred shares in issue, first in paying to the holders of the deferred shares in that capacity 1p in respect of every 1,000,000 deferred shares (or part thereof) of which they are respectively the holders; and
  - (b) the balance of the assets of the Continuation Fund shall be distributed to the holders of the Continuation Shares *pro rata* according to the nominal capital paid up on their holdings of Continuation Shares.
- (ii) On a winding up or return of capital (other than on a purchase by the Company of any of its shares) the surplus assets of the Ordinary Fund, after paying all the debts and satisfying all the liabilities attributable to the Ordinary Fund, shall be distributed to the holders of the Ordinary Shares *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares.

## VOTING RIGHTS

### 180. Voting Rights

The Continuation Shares and the Ordinary Shares shall carry the right to receive notice of, attend and vote in person or by proxy or, if a corporation, by a duly authorised representative, at any general meeting of the Company on the basis of one vote for every Continuation Share or Ordinary Share held. The deferred shares shall not carry any right to receive notice of or to attend or vote at any general meeting of the Company.

## REDEMPTION

### 181. Redemption of deferred shares

The following shall apply to the deferred shares:

- (i) the Continuation Shares are issued on terms that the deferred shares (but not the New Ordinary Shares arising on Conversion) shall be redeemable by the Company in accordance with the terms set out in these Articles;

- (ii) immediately upon each Conversion or shortly thereafter, the Company shall redeem all of the deferred shares which arise as a result of Conversion for an aggregate consideration of 1p for each holding of 1,000,000 deferred shares (or any part thereof) and the notice referred to in Article 184(iii) below shall be deemed to constitute notice to each holder of deferred shares or persons having rights to acquire or acquiring New Ordinary Shares on or after the Conversion that the deferred shares shall be redeemed immediately upon Conversion for an aggregate consideration of 1p for each holding of 1,000,000 deferred shares (or any part thereof). On redemption each deferred share shall be treated as cancelled in accordance with section 688 of the 2006 Act and the resulting authorised but unissued share capital shall *ipso facto* be reclassified and redesignated as Ordinary Shares without further resolution or consent; and
- (iii) the Company shall not be obliged to issue share certificates to the holders of deferred shares in respect of the deferred shares or to account to any holder of deferred shares for the redemption monies in respect of such shares.

#### **CLASS RIGHTS AND VARIATION OF RIGHTS**

##### **182. Class Rights and Variation of Rights**

- (i) Without prejudice to the generality of these Articles, until Conversion it shall be a special right attaching to the Continuation Shares as a class that, save with the sanction or consent of the holders of the Continuation Shares as a class, the Company shall not:
  - (a) create, allot or issue any further shares or securities, or rights to subscribe for or convert or exchange any securities into shares, in the Company (with the exception of deferred shares, which may be created strictly for the purpose of use with the conversion mechanism) where such shares or securities carry an entitlement or would on issue or conversion or exchange carry an entitlement to share in the assets attributable to the Continuation Fund, save that the Company may issue further shares or securities or rights at prices above the net asset value per share of the relevant class calculated at such date as may be selected by the Board for that purpose; or
  - (b) pass a resolution to reduce the capital or share premium account of the Company in any manner, including any resolution authorising the Directors to purchase or redeem shares in the Company using assets attributable to the Continuation Shares, save that the Company may pass and implement such a resolution without the consent of the holders of Continuation Shares provided that (i) any reserves arising from such resolution may not be utilised prior to the

Final Conversion Date, or (ii) the shares of the relevant class are to be purchased or redeemed at a price which represents a discount to the net asset value per share of the relevant class as at the date of purchase or redemption; or

- (c) alter any objects set out in the memorandum of association of the Company; or
  - (d) make any material change in the investment policy attributable to the Continuation Fund or the Ordinary Fund; or
  - (e) increase the borrowing limit stated in these Articles or permit such limit to be exceeded; or
  - (f) pass any resolution to vary, modify or abrogate any of the special rights or privileges attached to the Continuation Shares; or
  - (g) pass any resolution for the capitalisation of any revenue profits or revenue reserves of the Company; or
  - (h) make any material amendment to the provisions of the Investment Management Agreement between Standard Life Investments (Corporate Funds) Limited relating to the management of the Continuation Fund; or
  - (i) pass any resolution which authorises the Board to pay a dividend or make any other distribution out of the capital reserves of the Company, save for any redemption or purchase of any shares effected in accordance with subparagraph (b) above or the redemption or purchase of any Ordinary Shares using assets attributable to the Ordinary Shares at a price which represents a discount to net asset value per Ordinary Share at the date of purchases or redemption; or
  - (j) in any way modify the rights attached to the Ordinary Shares as a class or any Ordinary Shares;
- (ii) Notwithstanding Articles 179 and 182(i) above, the holders of the Continuation Shares shall not have the right to vote on the declaration of any dividend on the Ordinary Shares.

## UNDERTAKINGS

### 183. Undertakings

Until the Final Conversion Date and without prejudice to its obligations under applicable laws, the Company shall:

- (i) procure that the Company's records and bank and custody accounts shall be operated so that the assets attributable to the Continuation Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the Continuation Shares;
- (ii) allocate all of the Standard Life Costs Contribution to the assets attributable to the Continuation Shares;
- (iii) allocate to the assets attributable to the Continuation Shares such proportion of the expenses and liabilities of the Company incurred or accrued between the Issue Date and the relevant Calculation Date (both dates inclusive) as the Board fairly considers to be attributable to the Continuation Shares; and
- (iv) give appropriate instructions to the Investment Manager to manage the Company's assets so that such undertakings can be complied with by the Company.

## CONVERSION

### 184. Conversion

The Continuation Shares shall be converted into New Ordinary Shares and deferred shares on each Conversion Date in accordance with the following provisions of this Article 184:

- (i) on each Conversion Date (other than the Final Conversion Date) a *pro rata* number of each Continuation Shareholder's holding of Continuation Shares (rounded down to the nearest whole number of Continuation Shares) shall be converted into New Ordinary Shares calculated as follows:

$$\frac{X}{Y} \times Z$$

where:

X = C-D which shall be as defined in the definition of "Conversion Number" in Article 177 above;

Y = the value of all the investments and other assets in the Continuation Fund (such investments and other assets being valued in accordance with the valuation methodologies described at "C" in the definition of "Conversion Number" above) less the amount which, in the Board's opinion, fairly reflects the amount of the liabilities of the Company



attributable to the Continuation Shares at the Calculation Date (including the amount of any dividend on the Continuation Shares declared but not yet paid by such date where such dividend is payable by reference to a record date prior to the Conversion Date immediately following such Calculation Date); and

Z = the total number of Continuation Shares held by the relevant Continuation Shareholder at the relevant Conversion Date,

provided that the number of Continuation Shares to be converted into New Ordinary Shares on the Final Conversion Date shall be the total number of Continuation Shares held by each Continuation Shareholder on that date;

- (ii) the Board shall procure that within 5 working days after each Calculation Date (or within 3 working days in the circumstances set out in paragraph (ii) of the definition of "Calculation Date" in Article 177 above):
  - (a) the Conversion Number as at the relevant Calculation Date, the number of each Continuation Shareholder's Continuation Shares to be converted (being the number calculated under Article 184(i) above) and the numbers of New Ordinary Shares and deferred shares to which each Continuation Shareholder shall be entitled on Conversion shall be calculated; and
  - (b) the Company's auditors (or another suitably qualified party selected by the Board) shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with these Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and on all holders of Ordinary Shares and Continuation Shares and deferred shares;
- (iii) the Board shall procure that, as soon as practicable following such confirmation and in any event within nine working days after the relevant Calculation Date, a notice is sent to each Continuation Shareholder advising such Continuation Shareholder of the Conversion Date, the Conversion Number, the number of Continuation Shares held by him which are subject to Conversion (as calculated in accordance with Article 184(i) above) and the numbers of New Ordinary Shares and deferred shares to which such Continuation Shareholder is, or (where Conversion occurs immediately before a winding-up or a return of capital) has become, entitled on Conversion in respect of such Continuation Shares together with details of any balance of Continuation Shares remaining registered in his name;

- (iv) on the Conversion Date, each Continuation Share to be converted (as calculated in accordance with Article 184(i) above) (the "Conversion Shares") shall automatically sub-divide and convert into such number of New Ordinary Shares and/or deferred shares as shall be necessary to ensure that, upon such Conversion being completed:
  - (a) the aggregate number of New Ordinary Shares (rounded down to the nearest whole New Ordinary Share) into which the Conversion Shares are converted equals the Conversion Number and such New Ordinary Shares are allocated *pro rata* (or as near as possible) to the holders of the Continuation Shares on the register as at the Conversion Date; and
  - (b) each Conversion Share to be converted which does not so convert into a New Ordinary Share shall sub-divide and convert into deferred shares;
- (v) the New Ordinary Shares arising on Conversion will be issued in registered form and it is expected that they will be able to be held in certificated or uncertificated form. Each former Continuation Shareholder who held Conversion Shares in certificated form upon Conversion will receive New Ordinary Shares in certificated form. It is expected that forthwith upon Conversion, the share certificates relating to the relevant Conversion Shares shall be cancelled and shall cease to have any value and the Company shall issue to each former holder of Conversion Shares a new certificate in respect of the New Ordinary Shares which have arisen upon Conversion to which he is entitled. Where Conversion Shares are held in certificated form, the relevant shareholder will be entitled to receive a certificate in respect of the balance of the Continuation Shares held by him. Share certificates in respect of the deferred shares will not be issued;
- (vi) each former Continuation Shareholder who held his Conversion Shares in uncertificated form on Conversion will receive New Ordinary Shares on Conversion in uncertificated form. The Company will procure that Euroclear UK & Ireland Limited is instructed, on the date on which the admission of the New Ordinary Shares to the Official List becomes effective, to credit the appropriate accounts in CREST with the respective entitlements to New Ordinary Shares in uncertificated form. Notwithstanding the foregoing, the Company reserves the right to issue such shares in certificated form (which, in normal circumstances, is only likely to be exercised in the event of any interruption, failure or breakdown of CREST or of the facilities or system operated by the Company's registrar in connection with CREST); and
- (vii) with effect from each Conversion, the rights under these Articles attaching to the Continuation Shares converted in such Conversion shall be replaced by the rights under these Articles attaching to Ordinary Shares.

**GENERAL****185. General**

- (i) forthwith upon each Conversion, there shall be transferred from the Continuation Fund to the Ordinary Fund the investments, Cash and Near Cash Investments taken into account in calculating 'X' for the purposes of Article 184(i) above in respect of that Conversion and any accrued revenue reserves, represented by the assets transferred, shall be treated as available for, attributable to and distributable from the Ordinary Fund save that forthwith on the Final Conversion Date there shall be transferred from the Continuation Fund to the Ordinary Fund the balance of the net assets and investments then remaining in the Continuation Fund and any accrued revenue reserves, represented by the assets transferred, shall be treated as available for, attributable to and distributable from the Ordinary Fund;
- (ii) application will be made for the New Ordinary Shares arising on Conversion to be admitted to the Official List of the UKLA and to be admitted to trading on the London Stock Exchange's Main Market;
- (iii) in the event of any conflict between any provision of Part I of these Articles and any provision of Part II of these Articles, the provisions of Part II of these Articles shall prevail; and
- (iv) forthwith after the final Conversion of all outstanding Continuation Shares, the rights and restrictions attaching to the Continuation Shares under these Articles shall lapse and, forthwith upon redemption of all of the deferred shares and the redesignation and reclassification of the authorised but unissued share capital arising on such redemption, Part II of these Articles shall be deemed to be deleted.