

No. 4973117



THE COMPANIES ACT 1985 AND 1989

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

ARGENTA HOLDINGS PLC
(formerly INS UNDERWRITING 100 LIMITED)

1. The name of the Company is ARGENTA HOLDINGS PLC
2. The Company is to be a public company.
3. The registered office of the Company will be situated in England and Wales.
- 4.1 The objects for which the Company is established are:
 - 4.1.1 to carry on business as a general commercial company;
 - 4.1.2 without prejudice to the generality of the objects and powers of the Company derived from section 3A of the Companies Act 1985 the Company has the following additional objects:
 - (A) to carry on the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to enter into, assist, or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by, or connected with the Company, and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, insurance brokers and agents, mortgage brokers, rent and debt collectors, stock and

share brokers and dealers and commission and general agents, merchants and traders; and to manufacture, buy, sell, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them, or likely to be required by customers of or persons having dealings with the Company;

- (B) to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as to benefit the Company;
- (C) to carry on at such places in the United Kingdom or elsewhere as may be determined by the Directors of the Company any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company or further any of its objects;
- (D) to purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property and rights so acquired;
- (E) to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, which may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (F) to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company and to pay cash or to issue any shares, stocks, debentures, and debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired;

- (G) to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as to benefit the Company; to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company;
- (H) to purchase, subscribe for or otherwise acquire and hold shares, stocks or other interests in or obligations of any other company or corporation;
- (I) generally to purchase, take on lease, exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company;
- (J) to sell the undertaking of the Company, or any part thereof, or any agency connected therewith, for such consideration as the Company may think fit, and in particular for shares partly or fully paid up, debentures, debenture stock, or securities of any other company whether actually incorporated and existing or proposed to be formed or promoted by the purchaser or otherwise;
- (K) to promote, finance or assist any other company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company;
- (L) to raise or borrow or secure the payment of money for the purpose of the Company upon such terms and on such security as may seem to the Company expedient, and in particular by the issue of debentures or debenture stock, whether perpetual or not, and charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital;
- (M) to stand surety for or to guarantee, support or secure the performance of all or any of the obligations of any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by a combination of such methods; and in particular (but without limiting the generality of the foregoing) to guarantee, support or secure whether by personal covenant or by any such mortgage, charge or lien or by a combination of such

methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium of and interest on any securities) of any company which is for the time being the Company's holding company (as defined by section 736 Companies Act 1985) or another subsidiary (as defined by the said section 736) of any such holding company;

- (N) to make and execute any deed, indenture, agreement, appointment or other legal or notarial act or document which may be necessary, expedient or desirable for effecting or carrying out any matter or transaction within the powers of the Company or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants and other negotiable, commercial or transferable instruments or securities;
- (O) to pay all preliminary expenses of the Company and any company formed or promoted by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business;
- (P) to invest and deal with the moneys of the Company not immediately required in such manner as may be from time to time determined;
- (Q) to lend money to such person and on such terms as may seem expedient;
- (R) to give any guarantee or indemnity as may seem expedient;
- (S) to sell, improve, manage, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Company;
- (T) to distribute by way of dividend or otherwise any of the property of the Company in specie;
- (U) to do all or any of the above things in any part of the world, and as principals, agents, contractors, nominees, trustees, or otherwise, and by or through trustees, agents, or otherwise and either alone or in conjunction with others and either gratuitously or for reward;
- (V) to procure the Company to be registered or recognised and to establish and maintain local registers, agencies and branch places of business in any colony or dependency or in any foreign country or place;

- (W) to adopt such means of making known the business, products and services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest or by the publication of books and periodicals and by granting prizes, rewards and donations;
- (X) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the employees or ex-employees of the Company (including any Director or other officer of the Company) or the dependants or connections of such persons and to grant pensions and allowances and to make payment towards insurance for any such persons and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects;
- (Y) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each paragraph of Clause 4.1 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where they expressly so require, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such paragraphs or from the terms of any other object or objects or from the name of the Company. None of the objects specified in Clause 4.1 or the powers thereby conferred shall (except where the object expressly so requires) be deemed subsidiary or ancillary to any other objects or powers therein mentioned but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each paragraph of Clause 4.1 as if each paragraph were the objects of a separate company. The word "company" in Clauses 4.1 and 4.2, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether registered or resident or domiciled in the United Kingdom or elsewhere.

5. The liability of the Members is limited.

6. The Company's share capital is £1,000 divided into 1,000 shares of £1.00 each.^{1, 2}

1. the Company's share capital was subdivided into 100,000 shares of 1 penny each on 16th February 2004.
2. the Company's share capital was increased to £50,000 by the creation of an additional 4,900,000 new ordinary shares of 1 penny each on 30th September 2004.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and addresses of Subscribers	Number of shares taken by each person
SOC Group plc Fountain House 130 Fenchurch Street London EC3M 5DJ	2
Andrew Annandale for and on behalf of SOC Group plc	
Total shares taken	<hr/> 2 <hr/>


Dated this 20th day of November 2003

Witness to the above Signatures:

Mike Webb

Occupation: Company Secretarial Administrator

No. 4973117



THE COMPANIES ACT 1985 ~~and~~¹² AND¹³ 1989
~~PRIVATE~~¹⁴ PUBLIC¹⁵ COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

ARGENTA HOLDINGS PLC¹⁶
(formerly ¹⁷INS UNDERWRITING 100 LIMITED)¹⁸

Incorporated on 21st¹⁹ November 2003

~~Kendall Freeman~~²⁰
~~43 Fetter Lane~~²¹

London²²
EC4A 1JU²³

Ref:
CMH/AKK/01141486²⁴

No. 4973117

THE COMPANIES ACTS²⁶ 1985 AND 1989

~~PRIVATE~~²⁷ PUBLIC²⁸ COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

~~OF~~²⁹

of³⁰

ARGENTA HOLDINGS PLC³¹
(formerly ~~INS UNDERWRITING 100 LIMITED~~)³³

1. The name of the ³⁴Company's name is ~~"INS UNDERWRITING 100 LIMITED"~~³⁵ is ARGENTA HOLDINGS PLC³⁶

2. ³⁷The Company is to be a public company.³⁸

~~2.~~³⁹ ~~3.~~⁴⁰ ~~The Company's~~⁴¹ registered office is ~~to~~⁴² of the Company will⁴³ be situated in England and Wales⁴⁴.

4.1⁴⁵ ~~3.1.~~⁴⁶ ~~The Company's~~⁴⁷ objects for which the Company is established⁴⁸ are:

4.1.1⁴⁹ ~~(a)~~⁵⁰ to carry on business as a general commercial company;

4.1.2⁵¹ ~~(b)~~⁵² without prejudice to the generality of the objects and powers of the Company derived from section 3A of the Companies Act 1985 the Company has the following additional objects:

(A)⁵³ to carry on the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to enter into,

assist, or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by, or connected with the Company, and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, insurance brokers and agents, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission and general agents, merchants and traders; and to manufacture, buy, sell, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them, or likely to be required by customers of or persons having dealings with the Company;⁵⁴

(B) ⁵⁵~~(A)~~ ⁵⁶to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as to benefit the Company;

(C) ⁵⁷~~(A)~~ ⁵⁸to carry on at such places in the United Kingdom or elsewhere as may be determined by the Directors of the Company any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company or further any of its objects;

(D) ⁵⁹~~(B)~~ ⁶⁰to purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property and rights so acquired;

(E) ⁶¹~~(C)~~ ⁶²to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, which may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

- (F) ⁶³~~(D)~~ ⁶⁴ to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company and to pay cash or to issue any shares, stocks, debentures, and debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired;
- (G) ⁶⁵~~(E)~~ ⁶⁶ to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as to benefit the Company; to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company;
- (H) ⁶⁷~~(F)~~ ⁶⁸ to purchase, subscribe for or otherwise acquire and hold shares, stocks or other interests in or obligations of any other company or corporation;
- (I) ⁶⁹~~(G)~~ ⁷⁰ generally to purchase, take on lease, exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company;
- (J) ⁷¹~~(H)~~ ⁷² to sell the undertaking of the Company, or any part thereof, or any agency connected therewith, for such consideration as the Company may think fit, and in particular for shares partly or fully paid up, debentures, debenture stock, or securities of any other company whether actually incorporated and existing or proposed to be formed or promoted by the purchaser or otherwise;
- (K) ⁷³~~(I)~~ ⁷⁴ to promote, finance or assist any other company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company;
- (L) ⁷⁵~~(J)~~ ⁷⁶ to raise or borrow or secure the payment of money for the purpose of the Company upon such terms and on such security as may seem to the Company expedient, and in particular by the issue of debentures or debenture stock, whether perpetual or not, and

charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital;

(M) ⁷⁷~~(K)~~ ⁷⁸to stand surety for or to guarantee, support or secure the performance of all or any of the obligations of any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by a combination of such methods; and in particular (but without limiting the generality of the foregoing) to guarantee, support or secure whether by personal covenant or by any such mortgage, charge or lien or by a combination of such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium of and interest on any securities) of any company which is for the time being the Company's holding company (as defined by section 736 Companies Act 1985) or another subsidiary (as defined by the said section 736) of any such holding company;

(N) ⁷⁹~~(L)~~ ⁸⁰to make and execute any deed, indenture, agreement, appointment or other legal or notarial act or document which may be necessary, expedient or desirable for effecting or carrying out any matter or transaction within the powers of the Company or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants and other negotiable, commercial or transferable instruments or securities;

(O) ⁸¹~~(M)~~ ⁸²to pay all preliminary expenses of the Company and any company formed or promoted by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business;

(P) ⁸³~~(N)~~ ⁸⁴to invest and deal with the moneys of the Company not immediately required in such manner as may be from time to time determined;

(Q) ⁸⁵~~(O)~~ ⁸⁶to lend money to such person and on such terms as may seem expedient;

(R) ⁸⁷~~(P)~~ ⁸⁸to give any guarantee or indemnity as may seem expedient;

(S) ⁸⁹~~(Q)~~ ⁹⁰to sell, improve, manage, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Company;

(T)⁹¹~~(R)~~⁹² to distribute by way of dividend or otherwise any of the property of the Company in specie;

(U)⁹³~~(S)~~⁹⁴ to do all or any of the above things in any part of the world, and as principals, agents, contractors, nominees, trustees, or otherwise, and by or through trustees, agents, or otherwise and either alone or in conjunction with others and either gratuitously or for reward;

(V)⁹⁵~~(T)~~⁹⁶ to procure the Company to be registered or recognised and to establish and maintain local registers, agencies and branch places of business in any colony or dependency or in any foreign country or place;

(W)⁹⁷~~(U)~~⁹⁸ to adopt such means of making known the business, products and services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest or by the publication of books and periodicals and by granting prizes, rewards and donations;

(X)⁹⁹~~(A)~~¹⁰⁰ to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the employees or ex-employees of the Company (including any Director or other officer of the Company) or the dependants or connections of such persons and to grant pensions and allowances and to make payment towards insurance for any such persons and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects;

(Y)¹⁰¹~~(W)~~¹⁰² to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

3.2¹⁰³ The objects set forth in each paragraph of Clause 3.4¹⁰⁴ 4.1¹⁰⁵ shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where they expressly so require, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such paragraphs or from the terms of any other object or objects or from the name of the Company. None of the objects specified in Clause 3.4¹⁰⁶ 4.1¹⁰⁷ or the powers thereby conferred shall (except where the object expressly so requires) be deemed subsidiary or ancillary to any other objects or powers therein mentioned but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each paragraph of Clause 3.4¹⁰⁸ 4.1¹⁰⁹ as if each paragraph were the objects of a separate company. The word

"company" in Clauses ~~3.1~~¹¹⁰ 4.1¹¹¹ and ~~3.2~~¹¹² 4.2¹¹³ except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether registered or resident or domiciled in the United Kingdom or elsewhere.

5. ¹¹⁴~~4.~~¹¹⁵ The liability of the ~~m~~¹¹⁶ M¹¹⁷ embers is limited.

6. ¹¹⁸~~5.~~¹¹⁹ The Company^{120,121}'s share capital is £1,000 divided into 1,000 shares of £~~4~~¹²² 1.00¹²³ each.^{124 1, 2126}

⁴ ~~Note: the Company's share capital was subdivided into 100,000 shares of 1 penny each on 16 February~~
¹²⁵ 2004.

1. 127the Company's share capital was subdivided into 100,000 shares of 1 penny each on 16th February 2004.128
2. 129the Company's share capital was increased to £50,000 by the creation of an additional 4,900,000 new ordinary shares of 1 penny each on 30th September 2004.130

¹³¹We, the subscribers¹³² to this Memorandum of Association, wish to be formed into a ~~€~~¹³³C¹³⁴ company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our ~~name~~¹³⁵ respective names¹³⁶.

<u>Names and addresses of Subscribers</u>	<u>Number of</u> ¹³⁷ <u>shares taken</u> <u>by</u> <u>each</u>
<u>person</u> ¹³⁸	

<u>SOC Group plc</u>	<u>2</u> ¹³⁹
<u>Fountain House</u> ¹⁴⁰	
<u>130 Fenchurch Street</u> ¹⁴¹	
<u>London</u> ¹⁴²	
<u>EC3M 5DJ</u> ¹⁴³	

Andrew Annandale¹⁴⁴
for and on behalf of SOC Group plc¹⁴⁵

<u>Total shares taken</u>	<u>2</u> ¹⁴⁷

Dated this 20th day of November 2003¹⁴⁹

Witness to the above Signatures:¹⁵⁰

Number of shares
Taken by the
Subscriber: ¹⁶⁴

2 ¹⁶⁰

_____ ¹⁶⁵

2 ¹⁶⁶

_____ ¹⁶⁷

Printed name of subscriber 2003 ¹⁶⁸

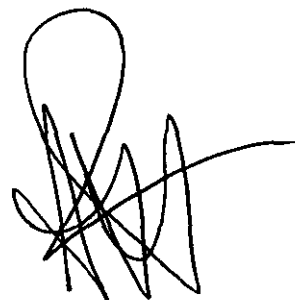
_____ above signature: ¹⁶⁹

_____ Company _____ Secretarial

Mike Webb¹⁷³

Occupation: Company Secretarial Administrator¹⁷⁴

No. 4973117



THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ARGENTA HOLDINGS PLC

Re-registered as a public limited company
on 1st October 2004

Kendall Freeman
43 Fetter Lane
London
EC4A 1JU

Tel: 020 7583 4055
Fax: 020 7583 7377

Ref: MZR/01142318
ID: PCL2/1178038/1

ARTICLES OF ASSOCIATION

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No. 4973117

THE COMPANIES ACTS 1985 - 1989
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

Re-registered as a public limited company on 1st October 2004

of

ARGENTA HOLDINGS PLC

1. **PRELIMINARY**

- 1.1. In these Articles, unless the context otherwise requires, the following words shall bear the following respective meanings:

Act means the Companies Act 1985 and any amendment or re-enactment thereof for the time being in force;

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

Board means the Board of Directors for the time being of the Company or, where the context so admits, the Directors present at a duly convened meeting of Directors of the Company at which a quorum is present;

Directors means the directors for the time being of the Company;

Lloyd's means the Society incorporated by Lloyd's Act 1871;

Month means calendar month;

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

Paid Up means paid up and/or credited as paid up;

Register means the Register of Members of the Company;

Seal means the common seal of the Company;

Statutes means the Act, and every other enactment from time to time in force concerning companies and affecting the Company;

the United Kingdom means Great Britain and Northern Ireland;

Writing means written, or produced by any visible and non transitory substitute for writing, or partly one and partly the other.

- 1.2. In these Articles the expression "**Secretary**" shall include a temporary, assistant or deputy secretary of the Company and any person appointed by the Board to perform any of the duties of the Secretary.
- 1.3. In these Articles words denoting the singular number shall include the plural number and vice versa; words denoting the masculine gender shall include the feminine gender; and a "**person**" includes a body of persons corporate or unincorporate.
- 1.4. Save as aforesaid any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- 1.5. The headings in these Articles and use of bold type are for convenience only and shall not affect the construction hereof.
- 1.6. The Regulations contained in the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Company.

2. **CAPITAL**

The authorised share capital of the Company at the date of the adoption of these Articles is £50,000 divided into 5,000,000 Ordinary Shares of 1p each (**Ordinary Shares**).

3. **VARIATION OF RIGHTS**

- 3.1. Subject to the Act, whenever the capital of the Company is divided into different classes of shares, the rights or privileges attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied, modified or abrogated whether or not the Company is being wound up, either with the consent in writing of the holders of three-fourths in nominal amount of the issued shares of the class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of such holders. Subject to the Act, to every such separate General Meeting, the provisions of these Articles relating to General Meetings shall apply so far as applicable, mutatis mutandis, but so that at any General Meeting (other than an adjourned meeting) of the holders of any class of shares the quorum for all purposes shall be the holders present in person or by proxy and entitled to vote upon the business being transacted of at least one third of the shares of that class then in issue and so that any holder of shares of the class present in person or by proxy may demand a poll.
- 3.2. The rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not be deemed to be varied, modified or abrogated by the subsequent creation or issue of further shares, whether or not ranking in priority thereto, or shares ranking pari passu therewith or subsequent thereto unless otherwise expressly provided by these Articles or by the terms of issue of such shares but shall be deemed to be varied by the reduction of the capital Paid

Up on those shares ranking in priority for payment of dividends or in respect of capital or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares.

4. ALTERATION OF SHARE CAPITAL

- 4.1. Subject to these Articles, the Company may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts and subject to the provisions of Article 3 carrying such preferred, deferred or other special rights or such restrictions whether in regard to dividend, voting, return of capital or otherwise as the resolution shall prescribe. All new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.
- 4.2. Subject to these Articles, the Company may from time to time by Ordinary Resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its share capital by the nominal amount of the shares so cancelled;
 - (c) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Statutes) and so that the resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division one or more of the shares may as compared with the others have any such preferred, deferred or other special rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares.
- 4.3. Whenever as a result of (i) the consolidation of fully paid shares into shares of larger amounts or (ii) the sub-division of shares, any member would become entitled to a fraction of a share the Board may as between the holders of shares so consolidated or subdivided determine which shares are consolidated and/or sub-divided into each consolidated and/or sub-divided share and may in the case of any shares registered in the name of one holder being consolidated with shares registered in the name of another holder or in the case of any shares registered in the name of one or more holders being sub-divided into the names of two or more holders make such arrangements as the Board thinks fit for the sale (for the best price reasonably obtainable) of any consolidated and/or sub-divided share or any fractions thereof and for the payment and distribution amongst the persons entitled thereto of the net proceeds of such sale. For the purpose of effecting any such sale the Board may nominate some person to execute a transfer of the shares sold or to be sold on behalf

of the members so entitled to or in accordance with the directions of the purchaser thereof and the transferee 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 in reference to the sale.

- 4.4. Subject to the Act and these Articles, the Board may on behalf of the members with regard to fractions, issue to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding of shares to a member which, following consolidation and division or sub-division, leaves a whole number of shares (such issue being deemed to have been effected immediately before consolidation or sub-division, as the case may be). The amount required to pay up those shares may be capitalised as the Board thinks fit out of amounts standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the Board capitalising part of the reserves has the same effect as if the capitalisation had been declared by Ordinary Resolution of the Company pursuant to Article 38. In relation to the capitalisation the Board may exercise all the powers conferred on it by Article 38 without an Ordinary Resolution of the Company.
- 4.5. Subject to the other provisions of these Articles, the Company may by Special Resolution reduce its share capital or any capital redemption fund, share premium account or other undistributable reserve in any manner and with and subject to any authority and consent required by law.

5. **SHARES**

- 5.1. Subject to the Statutes, the relevant authority of the Company in general meeting required by the Statutes and the other provisions of these Articles, the Board has general and unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of unissued shares (whether forming part of the original or any increased capital), or rights to subscribe for or convert any security into shares, to such persons, at such times and on such terms and conditions as the Board may decide but no share may be issued at a discount.
- 5.2. The Board may subject to being so empowered in accordance with the Statutes allot equity securities (within the meaning of S.94 of the Act) pursuant to any authority conferred by the Company from time to time as if S.89(i) of the Act did not apply to any such allotment.
- 5.3. The Board may at any time after the allotment of a share but before a person has been entered in the Register as the holder of the share recognize a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on the terms and conditions the Board thinks fit.

5.4. Subject to the provisions of the Statutes and the other provisions of these Articles:

- (a) any shares may be issued on terms that they are, or (at the option of the Company or the shareholders) are liable to be, redeemed;
- (b) the Company may purchase its own shares (including any redeemable shares) in any manner the Board considers appropriate.

No purchase by the Company of its own shares may be made except with the sanction of an Extraordinary Resolution passed at a separate class meeting of the holders of any class of convertible securities.

5.5. The Company may exercise all powers conferred by the Statutes of paying commissions to the fullest extent permissible. Subject to the provisions of the Statutes, the commission may be satisfied by the payment of cash or by 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.

5.6. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share, except an absolute right to the entirety thereof in the registered holder.

5.7. If at any time all the issued shares of the company, or all the issued shares thereof of a particular class, are fully Paid Up and rank pari passu for all purposes, none of those shares need thereafter have a distinguishing number so long as it remains fully Paid Up and ranks pari passu for all purposes with all shares of the same class for the time being issued and fully Paid Up.

6. CERTIFICATES

6.1. Every person whose name is entered as a member on the Register (except a stock exchange nominee in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall be entitled without payment to receive one certificate in respect of each class of shares held by him, or, with the consent of the Board and upon payment of such sum (if any) for every certificate after the first as the Board shall determine, to several certificates, each for one or more of his shares. *Where a member has transferred part of his holding of shares he shall be entitled to a certificate for the balance of his holding without charge.*

6.2. Every certificate shall specify the shares to which it relates, and the amount Paid Up thereon. In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate for a share to one of several joint holders shall be deemed sufficient delivery to all.

- 6.3. Every share certificate shall be issued under the Seal. Share certificates and, subject to the provisions of any instrument constituting or securing the same, certificates issued under the Seal in respect of any debentures need not be signed or countersigned, or the signatures may be fixed thereto by such mechanical means as may be determined by the Board.
- 6.4. If a share certificate is worn out, defaced, lost or destroyed, it may be renewed or replaced (on surrender of the original certificate, where worn out or defaced) on such terms (if any) as to evidence and indemnity with or without security as the Board requires. In the case of loss or destruction the person to whom the new certificate is issued shall pay to the Company any exceptional out of pocket expenses incidental to the investigation of evidence of loss or destruction and the preparation of the requisite form of indemnity but shall not be liable to any charge in respect of the issue of the certificate as such.

7. **LIEN**

- 7.1. The Company shall have a first and paramount lien on every share registered in the name of a member (whether solely or jointly with another person) (not being a fully paid share) for all moneys called or payable at a fixed time in respect of that share whether any applicable due date for payment has arrived or not; but the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends and other moneys payable thereon.
- 7.2. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, but no sale shall be made unless some moneys in respect of which the lien exists are presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the moneys presently payable, and stating the intention to sell in default, shall have been given to the registered holder for the time being of the share, or the person entitled to the share by reason of death or bankruptcy. To give effect to any such sale the Board may authorise some person to execute a transfer of the shares sold to the purchaser. The purchaser shall 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 in reference to the sale. The net proceeds of sale after payment of costs shall be received by the Company and applied in or towards payment or satisfaction of the debt or liability in respect of which the lien exists, so far as the same is presently payable. Any residue shall, upon surrender to the Company for cancellation of the certificate for the shares and subject to a lien for debts or liabilities (whether or not then presently payable) in like form and terms as existed upon the shares prior to the sale, be paid to the person entitled to the shares at the date of the sale.

- 7.3. The Board may either generally or in a particular case declare a share to be wholly on a party exempt from the provisions of this Article. Unless otherwise agreed with the transferee, the regulation of a transfer of a share operates as a waiver of the Company's lien (if any) on that share.

8. CALLS ON SHARES

- 8.1. Subject to any terms upon which any shares may have been issued and these Articles 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 value of the shares or by way of premium). Each member shall (subject to being given at least 14 days' notice specifying the time(s) and place of payment) pay to the Company at the time(s) and place so specified the amount called on his shares. A call may be revoked or the time(s) fixed for its payment postponed by the Board. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed, and may be made payable by installments. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. The Board may differentiate between the holders as to the amount of calls to be paid and the time(s) of payment.
- 8.2. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on such sum from the day fixed for payment to the time of actual payment at such rate (not exceeding 20% per annum) and all costs, charges and expenses incurred by the Company by reason of the non-payment as the Board determine. Such interest shall be computed over the period from and including the date fixed for payment of the call until but excluding the date of actual payment but the Board shall be at liberty to waive payment of such interest wholly or in part.
- 8.3. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the shares or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable. In case of non-payment all the provisions of these Articles relating to payment of interest and expenses, forfeiture and otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 8.4. The Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him. In such event, the Company may pay interest upon all or any of the moneys so received during the whole or any part or parts of the period of such advance at such rate (if any) as may be agreed from time to time between the Board and such member (not exceeding without the sanction of the Company given by Ordinary Resolution, 2 per cent above the base rate of Royal Bank of Scotland Plc from time to time.

9. FORFEITURE AND SURRENDER OF SHARES

- 9.1. If a member fails to pay the whole or any part of any call or instalment of a call on the day fixed for payment, the Board may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall fix a further day (not being less than seven days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time and at the place specified, the shares on which the call was made will be liable to be forfeited.
- 9.2. If the requirements of any such notice are not complied with, any share in respect of which such notice has been given may, at any time thereafter, before the payment(s) required by the notice have been made, be forfeited by resolution of the Board to that effect. Every forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- 9.3. A forfeited share and all rights attaching to it are deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of upon such terms and in such manner as the Board thinks fit; and at any time before sale, re-allotment or disposal, the forfeiture may be annulled on such terms as the Board thinks fit. The Board may authorise some person to execute the transfer of a forfeited share.
- 9.4. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the Company for cancellation the certificate(s) therefor, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were then payable by him to the Company in respect of the shares, with interest thereon in accordance with Article 8.2, but his liability shall cease if and when the Company shall have received payment in full of all such moneys (including any interest payable) in respect of the shares.
- 9.5. The Board may accept the surrender of any share which it is entitled to forfeit upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited.
- 9.6. A statutory declaration in writing that the declarant is one of the Board or the Secretary, and that a share has been duly forfeited or surrendered on a date stated in the declaration, shall be conclusive evidence of such facts as against all persons claiming to be entitled to the share. After the person to whom the share is sold, re-allotted or disposed of shall have been registered as the holder thereof, his title to the share shall not be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

10. **TRANSFER OF SHARES**

10.1. Save for Wren Properties Limited and Malcolm Robinson who may transfer shares in the Company between themselves free from the following Article and save as provided by sub-Article (e) hereof, no share shall be issued or transferred to any person, so long as any member or any person selected by the directors is willing to purchase the same pursuant to the following provisions:

- (a) A member desiring to transfer any share or shares of the Company (hereinafter called the **Proposing Transferor**) shall give notice in writing (hereinafter called a **Transfer Notice**) to the Company that he desires to transfer the same and the price at which he proposes to transfer the same (hereinafter called the **Transfer Price**). Such notice shall constitute the Company as his agent for the sale of the share or shares at the Transfer Price and on the terms hereinafter mentioned. The share or shares or any of them comprised in a Transfer Notice are hereinafter called **Shares**.
- (b) The Shares shall in the first place be offered to the holders (other than the Proposing Transferor) of the ordinary shares in the Company as nearly as may be in the proportion to the number of shares held by them respectively (hereinafter called the **Quota Offer**) and the offer shall inform each such holder that he may offer to purchase such number of Shares above his Quota Offer (not exceeding the number of Shares less his Quota Offer) as he may desire (hereinafter called **Excess Shares**). The Quota Offer shall in each case limit the time within which the same is open for acceptance and if not so accepted shall be deemed to be declined. A holder may accept the Quota Offer for some part or all thereof. Any Shares not accepted as aforesaid under the Quota Offer shall be allocated by the directors amongst the holders applying for Excess Shares as nearly as may be in proportion to the number of shares held by them respectively (provided always that no holder shall have allocated to him a number of Shares greater than he has offered to purchase as aforesaid) and any Excess Shares not allocated as aforesaid shall (subject as aforesaid) be allocated amongst the holders applying for Excess Shares in proportion to the number of Excess Shares applied for. Such allocations shall be notified to holders applying for Excess Shares not later than 7 days after the last day for acceptance of the Quota Offer and such notification shall constitute pro tanto acceptance of the offer for Excess Shares. Any Excess Shares not disposed of as aforesaid may be disposed of by the directors to any person or persons (including one or more of themselves) as they think fit but so that any such contract for disposal shall be concluded not later than 14 days after the last day for acceptance of the Quota Offer.
- (c) If the Company shall find pursuant to the foregoing provisions a purchaser or purchasers for the Shares (hereinafter called the **Purchaser**) and shall give notice (hereinafter called a **Purchase Notice**) thereof to the Proposing

Transferor, he shall be bound on payment of the Transfer Price to transfer the Shares to the Purchaser and to deliver up his certificate for the Shares, and if such certificate shall comprise any Shares which he has not become bound to transfer as aforesaid, the Company shall issue to him a balance certificate for such Shares.

- (d) If in any case the Proposing Transferor, after having become bound as aforesaid, makes default in transferring the Shares the Company may receive the purchase money and may authorise some person to transfer the Shares to the Purchaser, and shall thereupon cause the name of the Purchaser to be entered on the register as the holder of the Shares and shall hold the purchase money in trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser and after his name has been entered in the register, in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
 - (e) If the Company shall not within 14 days after the last day for acceptance of the Quota Offer give a Purchase Notice to the Proposing Transferor in manner aforesaid in respect of all the Shares, the Proposing Transferor shall at any time within 3 months after the expiration of the said 14 days, subject to Article 7 hereof, be at liberty to sell and transfer the Shares in respect of which he has not been given a Purchase Notice as aforesaid to any person or persons and at any price, not being less than the Transfer Price. Regulation 24 shall not apply.
- 10.2. The Board shall not register an instrument of transfer of shares in the Company until the transferor has covenanted with the remaining shareholders to assume the liabilities of the transferor hereunder and to be bound by the provisions of the shareholders agreement entered into between Wren Properties Limited (1), Glenrinnes Farms Limited (2), SOC Group plc, Lord Romsey and the Company in February 2004 of those parts as are then operative.
- 10.3. The restrictions on transfer contained in Article 8.1 and Article 8.2 shall not apply to any instrument of transfer deposited at the registered office of the Company together with the consent in writing of all members to such transfer being registered.
- 10.4. All transfers of shares shall be effected by instrument in writing in any usual form or in such other form as the Board may approve. Every instrument of transfer of a share must be left at the Office, or at such other place as the Board may from time to time determine and shall be executed by or on behalf of the transferor and (in the case of a partly paid share) by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

10.5. The Board may, in its absolute discretion, refuse to register any instrument of transfer of, or which includes, shares upon which the Company has a lien or which are not fully paid, but shall not be bound to specify the grounds upon which such registration is refused. The Board may also refuse to register any instrument of transfer of shares if:

- (a) (if stampable) it is not duly stamped; or
- (b) it is not accompanied by the certificate for the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; or
- (c) it is in respect of shares of more than one class; or
- (d) it is in favour of more than 4 transferees.

If the Board refuses to register a transfer, it shall, within 2 Months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

10.6. The registration of transfers may be suspended and the Register closed at such times and for such periods as the Board may from time to time determine, provided that it shall not be closed for any greater period than an aggregate of 30 days in any year.

10.7. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share or debenture.

10.8. Subject to Article 10.9, all instruments of transfer which are registered shall be retained by the Company, but any instrument of transfer which the Board refuses to register shall be returned to the person depositing it.

10.9. The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of 6 years from the date of registration thereof, and all dividend mandates and notifications of change of address at any time after the expiration of 2 years from the date of recording thereof, and all share certificates which have been cancelled at any time after the expiration of 1 year from the date of the cancellation thereof, and it shall be conclusively 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 and effective certificate duly and properly cancelled, and that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided that:

- (a) this Article shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing 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 set out in this Article, or in any other circumstances, which would not attach to the Company in the absence of this Article;
- (c) references in this Article to the destruction of any document include references to the disposal thereof in any manner.

10.10. Save as set out in this Article 10, nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

11. TRANSMISSION OF SHARES

- 11.1. In the case of the death of a Member, the survivor, where the deceased was a joint holder, and the legal personal representatives of the deceased, where he was a sole holder, shall be the only persons recognised by the Company as having any title to his share; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which has been jointly held by him with others.
- 11.2. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence as to his title being produced as may be required by the Board and subject as hereinafter provided elect, subject to the prior written consent of the Board which it may in its entire discretion withhold or give subject to any conditions as it considers appropriate, either to be registered himself as the holder of the share or to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing a transfer of the share to that person. All the provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to any such notice or transfer as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by that member.
- 11.3. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall subject to the requirements of Article 34.9 be entitled to receive, and may give a discharge for all dividends and other moneys payable in respect of the share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company or, save as aforesaid, to any of the rights or privileges of a member

until he shall have been registered as a member in respect of the share. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within 60 days the Board may thereafter withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

12. LIMITATION ON SHAREHOLDINGS

12.1. The purpose of this Article 12 is to prevent any person (other than a Permitted Person as defined below), to the detriment of the Company, having the right, either alone or with any Connected Person (as defined below), to exercise, or to control a specified percentage (a Relevant Percentage as defined below) or more of the voting power at general meetings of the Company or owning a specified percentage (a Relevant Percentage and defined below) or more of the economic interest in the Company.

12.2. In this Article 12:

- (a) **Additional Interest** means any such interest as referred to in paragraph (f)(ii) below;
- (b) **Associates** means:
 - (i) a person's spouse and children (including step-children and adopted children) under the age of 18 years;
 - (ii) any body corporate of which that person or their spouse is a director;
 - (iii) any person who is an employer, employee or partner of the person or of their spouse; and
 - (iv) any body corporate of which the person or their spouse, either alone or with any Connected Person, is controller;
- (c) **Companies Act** means the Companies Act 1985 (as amended by the Companies Act 1989 and any subsequent subordinate legislation) as in force at the date of adoption of this Article 12 and notwithstanding any repeal, modification or re-enactment thereof after that date (including, for the avoidance of doubt, any amendment, replacement or repeal by regulations made by the Secretary of State pursuant to s.210A of that Act to the definition of the relevant share capital in s.198(2) or to the provisions as to what is taken to be an interest in shares in s.208 or as to what interests are to be disregarded in s.209) but so that the percentages giving rise to a notifiable interest in s.199(2)(a) and (b) of that Act shall be 3 per cent and 10 per cent respectively or such lesser percentages as may from time to time be prescribed in relation to s.199(2)(a) and (b) respectively for the purposes of s.199(2) of that Act;

(d) **Connected Person** in relation to a person ("A") means:

- (i) any person who is party to any agreements, arrangement or understanding with A involving mutual obligations, understandings, or expectations with regard to the retention or disposal of any shares in a body corporate or to the exercise of any voting power conferred by such shares or to any other influence arising from such shares;
- (ii) any person of whom A is the Controller;
- (iii) where A is a body corporate, any trustee of its pension funds;
- (iv) where A is a body corporate, its directors and their Associates;
- (v) where A is an individual, his Associates;

(e) **Controller** in relation to a body corporate means:

- (i) any person who, either alone or with any Associate or Connected Person, is entitled to exercise, or to control the exercise of a Relevant Percentage or more of the voting power at any general meeting of the body corporate; or
- (ii) any person who, either alone or with any Associate or connected person, holds such part of the share capital of the body corporate as would, if the whole of the income of that body corporate were in fact distributed amongst its shareholders, entitle him to receive a Relevant Percentage or more of the amount so distributed; or
- (iii) any person who, either alone or with any Associate or connected person, has such rights as would, in the event of a winding up of the body corporate or in any other circumstances, entitle him to receive a Relevant Percentage or more of the assets of the body corporate available for distribution amongst its shareholders; or
- (iv) any person in accordance with whose directions or instructions (either alone or with those of any Associate or Connected Person) the Directors of the body corporate are accustomed to act

and "**control**" shall be construed accordingly;

(f) **interest**, in relation to shares, means:

- (i) any interest which would be taken into account in determining for the purposes of Part VI of the Companies Act whether a person has a

notifiable interest (including any interest which he would be taken as having for those purposes); and

- (ii) any interest (an "**Additional Interest**") mentioned in s.209(1) of the Companies Act (but only on the basis that such Additional Interest would not be disregarded for the purposes of ss.198 to 202 of the Companies Act by reason of the provisions of ss.209(5) and (6) of that Act) or mentioned in s.208(4)(b) of the Companies Act (but on the basis that the entitlement referred to therein could arise under an agreement within the meaning of ss.204(5) and (6) of that Act);

and "**interested**" shall be construed accordingly;

- (g) **Lloyd's Act** means Lloyd's Act 1982;
- (h) **Permitted Person** means any person who has the prior written consent of Lloyd's:
 - (i) to have the right, either alone or with any Associate or connected person, to exercise, or to control the exercise of, a Relevant Percentage or more of the voting power at general meetings of the Company; or
 - (ii) to hold, either alone or with any Associate or Connected Person, such part of the share capital of the Company as would, if the whole of the income of the Company were in fact distributed amongst the shareholders, entitle him to receive a Relevant Percentage or more of the amount so distributed; or
 - (iii) to have such rights, either alone or with any Associate or Connected Person, as would, in the event of a winding-up of the Company, or in any other circumstances, entitle him to receive a Relevant Percentage or more of the assets of the Company available for distribution amongst the shareholders;
- (i) **Relevant Percentage** means such percentage of qualifying interests, rights or entitlements in a corporate managing agency, corporate members' agency or a corporate member as Lloyd's shall determine from time to time as being the *percentage requiring the consent of Lloyd's*;
- (j) **Relevant Person** means:
 - (i) any person (whether or not identified) who has, or who appears to the Board to have, at any particular time the right, either alone or with any Associate or Connected Person, to exercise or to control the exercise of a Relevant Percentage or more of the total votes attaching to

Relevant Share Capital of all classes (taken as a whole) and capable of being cast on a poll at a general meeting of the Company convened at such time, or who is deemed for the purposes of this Article 12 to be a Relevant Person; or

- (ii) any person (whether or not identified) who holds, or who appears to the Board to hold, at any particular time, either alone or with any Associate or Connected Party, such part of the Relevant Share Capital as would, if the whole of the income of the Company were in fact distributed amongst the shareholders, entitle him to receive a Relevant Percentage or more of the amount so distributed; or
- (iii) any person (whether or not identified) who has or who appears to the Board to have, at any particular time, either alone or with any Associate or Connected Person, such rights in respect of the Relevant Share Capital as would, in the event of a winding up of the Company or in any other circumstances, entitle him to receive a Relevant Percentage or more of the assets of the Company available for distribution amongst the shareholders;
- (k) **Relevant Share Capital** means for the purposes of the definition of "Relevant Person" in (j)(i) above the issued share capital of the Company carrying rights to vote in any circumstances at general meetings of the Company and, for the purposes of the definition of Relevant Person in (j)(ii) and (iii) above, means the entire issued share capital of the Company;
- (l) **Required Disposal** means a disposal or disposals of such a number of Relevant Shares (or interests therein) as will cause a Relevant Person to cease to be a Relevant Person, not being a disposal to another Relevant Person (other than a Permitted Person) or a disposal which constitutes any other person (other than a Permitted Person) a Relevant Person;
- (m) **Relevant Shares** means all shares comprised in the Relevant Share Capital in which a Relevant Person has, or appears to the Board to have, an interest or which are deemed for the purposes of this Article 12 to be Relevant Shares; and, for the purposes of this Article 12, where the Board resolves that it has made reasonable enquiries and that it is unable to determine:
 - (i) whether or not a particular person has an interest in any particular shares comprised in Relevant Share Capital; or
 - (ii) who is interested in any particular shares so comprised

the shares concerned shall be deemed to be Relevant Shares and all persons interested in them to be Relevant Persons.

12.3. Subject to Article 12.4, the provisions of Part VI of the Companies Act shall apply in relation to the Company as if those provisions extended to all interests, including but not limited to Additional Interests, and accordingly the rights and obligations arising under that Part shall apply in relation to the Company, its members and all persons interested in Relevant Share Capital; but so that Additional Interests shall, when disclosed to the Company, be entered in a separate register kept by the Company for that purpose. The rights and obligations created by this Article 12.3 in respect of interests in shares (including, but not limited to, Additional Interests) are in addition to and separate from those arising under Part VI of the Act.

12.4. If:

- (a) to the knowledge of the Board, any person other than a Permitted Person is or becomes a Relevant Person (including, without limitation by virtue of being deemed to be one); and
- (b) following consultation with the Board, Lloyd's notifies the Company or any of its subsidiaries being a corporate member, members' agent or managing agent of Lloyd's, to the effect that, by virtue of such person becoming or being a Relevant Person one or more of such subsidiaries may not be or shall not be fit and proper to be or to remain a corporate member of Lloyd's or may not be or remain a members' agent or managing agent of Lloyd's without satisfaction of certain conditions (as the case may be)

then the Board shall be entitled to give notice to all persons (other than persons referred to in Article 12.9) who appear to the Board to have interests in the Relevant Shares and, if different, to the registered holders of those shares. The notice shall set out the restrictions referred to in Article 12.7 and call for a Required Disposal to be made within twenty-one days of the giving of the notice to the holder or such longer period as the Board considers reasonable. The Board may extend the period in which any such notice is required to be complied with and may withdraw any such notice (whether before or after the expiration of the period referred to) if it appears to it that there is no Relevant Person in relation to the shares concerned. After the giving of such notice, and save for the purpose of a Required Disposal under this Article 12.4 or Article 12.5, no transfer of any of the Relevant Shares may be registered until either the notice is withdrawn or a Required Disposal has been made to the satisfaction of the Board and registered.

12.5. If a notice given under Article 12.4 has not been complied with in all respects to the satisfaction of the Board and has not been withdrawn, the Board shall, so far as it is able, make a Required Disposal (or procure that a Required Disposal is made) and shall give written notice of the disposal to those persons on whom the notice was served. The Relevant Person(s) and the registered holder(s) of the shares duly disposed of shall be deemed irrevocably and unconditionally to have authorised the Board to make such Required Disposal. The manner, timing and terms of any such

Required Disposal made or sought to be made by the Board (including, but not limited to, the price or prices at which the same is made and the extent to which assurance is obtained that no transferee, except a Permitted Person, is or would become a Relevant Person) shall be such as the Board determines, based on advice from bankers, brokers, or other persons as the Board considers it appropriate to consult for the purpose, to be reasonably practicable having regard to all the circumstances, including, but not limited to, the number of shares to be disposed of and the requirement that the disposal be made without delay; and the Board shall not be liable to any person (whether or not a Relevant Person) for any of the consequences of reliance on such advice. If, in relation to a Required Disposal to be made by the Board, Relevant Shares are held by more than one holder (treating joint holders of any Relevant Shares as a single holder) the Board shall cause as nearly as practicable the same proportion of each holding (so far as known to it) of the Relevant Shares to be sold.

- 12.6. For the purpose of effecting any Required Disposal, the Board may authorise in writing any officer or employee of the Company to execute any necessary transfer on behalf of any holder and may enter the name of the transferee in the Register in respect of the transferred shares notwithstanding the absence of any share certificate and may issue a new certificate to the transferee and an instrument of transfer executed by such person shall be as effective as if it had been executed by the registered holder of the transferred shares and the title of the transferee shall not be affected by any irregularity or invalidity of the proceedings relating thereto. The net proceeds of the disposal shall be received by the Company whose receipt shall be a good discharge for the purchase money, and shall be paid (without any interest being payable in respect of it and after deduction of any expenses incurred by the Board in the sale) to the former holder (or in the case of joint holders, the first of them named in the Register) together with, if appropriate, a new certificate in respect of the balance of the Relevant Shares to which he is entitled upon surrender by him or on his behalf of any certificate in respect of the Relevant Shares sold and formerly held by him.
- 12.7. A holder of a Relevant Share on whom a notice has been given under (and complying with) Article 12.4 shall not in respect of that share be entitled, until such time as the notice has been complied with to the satisfaction of the Board or withdrawn, to attend or vote at any general meeting of the Company or meeting of the holders of Relevant Share Capital or of any class thereof, or to exercise any other rights conferred by the membership in relation to any such meeting; and the rights to attend (whether in person or by representative or proxy), to speak and to demand and vote on a poll which would have attached to the Relevant Share had it not been a Relevant Share shall vest in the Chairman of any such meeting. The manner in which the Chairman exercises or refrains from exercising any such rights shall be entirely at his discretion. The Chairman of any such meeting shall be informed by the Board of any share becoming or being deemed to be a Relevant Share.

- 12.8. Without prejudice to the provisions of the Act and subject to the provisions of this Article 12, the Board may assume without enquiry that a person is not a Relevant Person unless the information contained in the registers kept by the Company under Part VI of the Companies Act (as applied and extended by this Article), including the separate register to be kept under Article 12.3, appears to the Board to indicate to the contrary or the Board has reason to believe otherwise, in which circumstances the Board shall make reasonable enquiries to discover whether any person is a Relevant Person.
- 12.9. If the Board does not give any notice pursuant to this Article 12 because it does not know the identity or address of the person on whom it may give such a notice, then the absence of such a notice in such circumstances and any accidental error in or failure to give any notice to any person to whom notice may be given under this Article 12 shall not prevent the implementation of, or invalidate, any procedure under this Article 12.
- 12.10. Save as otherwise provided in this Article 12.10, the provisions of the Articles applying to the giving of notice of meetings to members shall apply to the giving to a member of any notice required by this Article 12. Any notice required by this Article 12 to be given to a person who is not a member, or who is a member (or, in the case of joint holders, who is the person first named in the Register) whose registered address is not within the United Kingdom and who has not given to the Company an address within the United Kingdom at which notices may be given to him, shall be deemed validly served if it is sent through the post in a prepaid envelope addressed to that person at the address (or if more than one, at one of the addresses) if any, at which the Board believes him to be resident or carrying on business or to his last known address as shown on the Register. The notice shall in such a case be deemed to have been given on the second day after posting. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 12.11. Any resolution or determination of, or decision or exercise of any discretion or power by, the Board or any Director or by the Chairman of any meeting under or pursuant to the provisions of this Article 12 (including, without prejudice to the generality of the foregoing, as to what constitutes reasonable enquiry or as to the manner, timing and terms of any Required Disposal made by the Board under Article 12.5) shall be final and conclusive; and any disposal or transfer made, or other thing done, pursuant to this Article 12 shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Board shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Article 12.
- 12.12. Notwithstanding Articles 10 and 15 the Board may refuse to register the transfer of a share to a Relevant Person (other than a Permitted Person) or to a person (other

than a Permitted Person) if the registration of that transfer would constitute that person a Relevant Person.

12.13. If to the knowledge of the Board, any person, or persons, acquires, directly or indirectly, an interest in shares of the Company which, in the view of the Board constitutes or would give rise to a breach of the provisions of the Lloyd's Act, then the Board shall serve notice on all persons who appear to the Board to have interests in such shares and, if different, to the registered holders of those shares informing such persons of a mandatory disposal ("**Lloyd's Act Disposal**") of such shares, which the Board shall effect, to the extent that it is able. The registered holders of the shares duly disposed of shall be deemed irrevocably and unconditionally to have authorised the Board to make such a Lloyd's Act Disposal. The manner, timing and terms of any Lloyd's Act Disposal made or sought to be made by the Board shall be on the same basis applicable to a Required Disposal and the provisions for effecting a Required Disposal shall apply to a Lloyd's Act Disposal mutatis mutandis.

12.14. For the purposes of this Article 12, the term "interest" shall be interpreted in accordance with the provisions of the Lloyd's Act in addition to the interpretation set out in Article 12.2 (f) save that, in the event of any conflict, the provisions of the Lloyd's Act shall prevail.

12.15. This Article 12 shall apply notwithstanding any provisions in any other of the Articles which is inconsistent with or contrary to either of them.

13. **UNTRACED MEMBERS**

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

- (a) for a period of 12 years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the Member or to the person entitled by transmission to the share at his address on the Register or other the last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission provided that in any such period of 12 years the Company has paid at least three dividends whether interim or final and no such dividend has been claimed;
- (b) the Company has at the expiration of the said period of 12 years by advertisement in both a leading London daily newspaper and in a newspaper circulating in the area in which the address referred to in Article 13(a) is located given notice of its intention to sell such share;

- (c) the Company has not during the further period of 3 Months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission; and
- (d) the Company (if the Company is so required) has first given notice in writing to the Quotations Department of The Stock Exchange in London of its intention to sell such shares.

To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such share and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by the transmission to such share. The Company shall account to the Member or other person entitled to such share for the net proceeds of such sale by carrying all moneys in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Member or other person. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Board may from time to time think fit.

14. DISCLOSURE OF INTERESTS

14.1. S.212 of the Act shall be deemed to be incorporated into these Articles and accordingly to apply as between the Company and each member.

- (a) No member shall, unless the Board otherwise determines, be entitled in respect of shares held by him to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if he or any person appearing to be interested in such shares (the "**default shares**") has been duly served with a notice under s.212 of the Act and is in default in supplying to the Company the information thereby required within the period of 28 days from the date of such notice. For the purposes of this Article a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under the said s.212 which fails to establish the identities of those interested in the shares and if (after taking into account the said notification and any other relevant s.212 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares.
- (b) Where the default shares represent at least 0.25 per cent. of the issued shares of that class then the Board may also direct:
 - (i) that any dividend or other money which would otherwise be payable in respect of each of the default shares shall (in whole or in part thereof)

be retained by the Company without any liability to pay interest thereon when such money is finally paid to the member; and/or

(ii) that no transfer of any of the default shares held by such member shall be registered unless:

(A) the member is not himself in default as regards supplying the information required; and

(B) the member proves to the satisfaction of the Board that no person in default of supplying the information requested is interested in any of the shares the subject of the transfer; and

(C) the transfer is of part only of the member's holding and when presented for registration is accompanied by a certificate by the member in a form satisfactory to the Board to the effect that after due and careful enquiry the member is satisfied that none of the shares the subject of the transfer are default shares.

14.2. The period during which the rights as to attendance and voting at meetings and in respect of dividends shall be suspended shall commence on the date of the decision of the Board that such rights shall be suspended and shall continue until the member or other person complies with his obligations under this Article, save that if any such member or other person shall satisfy the Board that he has ceased to be interested in any default share such rights shall forthwith be restored in respect of such share.

14.3. The Board shall promptly notify the member concerned of any decision that the rights aforesaid shall cease to be exercisable in respect of any shares, and (if and when subsequently the case) of its being satisfied that the default by reason of which the Board reached that decision has been remedied as aforesaid, and shall cause the Register and the Register kept by virtue of s.213 of the Act to be noted accordingly.

15. **STOCK**

15.1. The Company may by Ordinary Resolution convert any fully Paid Up shares into stock, and reconvert any stock into fully Paid Up shares of any denomination.

15.2. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Articles as and subject to which the shares from which the stock arose might previously to their conversion into shares have been transferred, or as near thereto as circumstances admit.

15.3. The Board may from time to time fix the minimum amount of stock transferable but so that the minimum shall not exceed the nominal amount of the shares from which the stock arose.

- 15.4. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings, and other matters, as if they held the shares from which the stock arose, but no such rights, privileges or advantages (except participation in dividends and profits and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such rights, privileges or advantages.
- 15.5. All the provisions of these Articles applicable to Paid Up shares shall apply to stock, and in all such provisions the words "**share**" and "**member**" shall include "**stock**" and "**stockholder**" accordingly.

16. GENERAL MEETINGS

- 16.1. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice convening it. Not more than 15 Months shall elapse between the date of any Annual General Meeting and that of the next. Subject as aforesaid, an Annual General Meeting shall be held at such time and such place as the Board may determine.
- 16.2. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 16.3. The Board may call an Extraordinary General Meeting whenever it thinks fit, and Extraordinary General Meetings shall also be convened on such requisition or, in default, by such requisitionists, as provided by the Statutes. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any 2 members may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

17. NOTICE OF GENERAL MEETINGS

- 17.1. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by 21 days' notice at the least and all other Extraordinary General Meetings shall be called by 14 days' notice at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. Notices shall be given in the manner provided by these Articles to all the members (other than those who, under the provisions of these Articles, or the rights attached to their shares, are not entitled to receive such notices), to each of the Directors and to the Auditors.
- 17.2. A General Meeting shall notwithstanding that it is called by shorter notice than that specified in the immediately preceding Article, be deemed to have been duly called if it is so agreed by such members as are prescribed in that behalf by the Statutes.

- 17.3. Every notice of meeting shall specify the place, the day and the hour of meeting, and, *in the case of special business, the general nature of such business.*
- 17.4. Every notice of meeting shall state with reasonable prominence that a member entitled to attend and vote is entitled to appoint a proxy to attend and on a poll to vote thereat instead of him and that a proxy need not be a member; and a form of proxy for use by each member entitled to attend and vote at such meeting shall accompany the notice therefor.
- 17.5. The accidental omission to give notice of any meeting, or to send a form of proxy with a notice where required by these Articles, to any person entitled to receive the same, or the non-receipt of a notice of meeting or form of proxy by such a person, shall not invalidate the proceedings at the meeting.

18. PROCEEDINGS AT GENERAL MEETINGS

- 18.1. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all business that is transacted at an Annual General Meeting with the exception of declaring dividends, the consideration of the accounts and balance sheet, the reports of the Directors and Auditors and any other documents required to be annexed to the balance sheet, the appointment of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
- 18.2. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. 2 members present in person or by proxy and 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 company which is a member shall be a quorum for all purposes. A corporation being a member shall be deemed to be personally present for the purpose of this Article if represented by its representative duly authorised in accordance with Article 19.5.
- 18.3. If within 30 minutes from the time fixed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day and to such time, and place, as may be fixed by the Chairman of the meeting and if at such adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, the members present in person or by proxy shall be a quorum.
- 18.4. The Chairman (if any) of the Board or in his absence some other Director nominated by the Board, shall preside as Chairman at every General Meeting of the Company. If at any such meeting, neither the Chairman nor such other Director is present within 15 minutes after the time fixed for holding the meeting or is willing to act as Chairman of the meeting, the Directors present shall choose one of themselves or if no Director is present, or if all the Directors present decline to take the chair, the members present shall choose one of themselves to be Chairman of the meeting.

- 18.5. The Chairman of a meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more or for an indefinite period, notice of the adjourned meeting shall be given in like manner as in the case of the original meeting; but it shall not otherwise be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.
- 18.6. 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) a poll is demanded:
- (a) by the Chairman of the meeting; or
 - (b) by at least 5 members present in person or by proxy and entitled to vote on such resolution; or
 - (c) *by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote on such resolution; or*
 - (d) by a member or members present in person or by proxy holding shares in the Company conferring a right to vote on such resolution, being shares on which an aggregate sum has been Paid Up equal to not less than one-tenth of the total sum Paid Up on all the shares conferring that right.

Unless a poll is so demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 18.7. Subject to Article 18.6, if a poll is duly demanded, it shall be taken in such manner as the Chairman of the meeting may direct. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 18.8. A poll demanded on the election of the Chairman of a meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman of the meeting directs, but in any case not more than 28 days after the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time before the conclusion of the meeting; but if a demand is withdrawn, the Chairman of the meeting or other members entitled may himself or themselves demand a poll.

- 18.9. The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority (a) to demand or join in demanding a poll (and for the purposes of Article 18.8 a demand by a person as proxy for a member shall be the same as a demand by that member); and (b) to vote on a poll on the election of a Chairman and/or on a motion to adjourn a meeting.
- 18.10. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a member or as a representative or proxy of a member.
- 18.11. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 18.12. No notice need be given of a poll not taken forthwith if the place, the day and the time at which it is to be taken are announced at the meeting or adjourned meeting at which it is demanded. In any other case, 7 clear days' notice at the least shall be given, specifying the place, the day and the time at which the poll is to be taken.
- 18.13. The demand for a poll may be withdrawn but only with the consent of the Chairman. A demand withdrawn in this way validates the result of a show of hands declared before the demand is made. In the case of a poll demanded before the declaration of the result of a show of hands, the meeting shall continue as if the demand had not been made.

19. **VOTES OF MEMBERS**

- 19.1. Subject to any special rights or restrictions as to voting attached to any shares and to the provisions of these Articles, on a show of hands, every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or proxy shall have one vote, and on a poll every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every share of which he is the holder.
- 19.2. *On a poll votes may be given either in person or by proxy or by representative.*
- 19.3. On a poll a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 19.4. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy or by representative, 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.

- 19.5. Any corporation which is a member may appoint such person as it thinks fit to act as its representative at any *General Meeting of the Company* or at any *separate meeting* of the holders of any class of shares of the Company. Such appointment shall be made in writing and be signed on behalf of the corporation by an officer thereof. The person so appointed shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so appointed is present thereat.
- 19.6. A member incapable by reason of mental disorder of managing and administering his property and affairs, may vote, whether on a show of hands or on a poll, by his receiver, or other person authorised by any court of competent jurisdiction to act on his behalf, and such person may on a poll vote by proxy.
- 19.7. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- 19.8. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
- 19.9. Any person (whether a member or not) may be appointed to act as a proxy. The instrument of proxy shall be in writing in any usual or common form, or such other form as may be approved by the Board and shall be signed under the hand of the appointor or his agent or attorney duly authorised in writing, or, if such appointor be a corporation, under its Seal or the hand of an officer or other person so authorised.
- 19.10. The instrument appointing a proxy and any authority under which it is executed, or a copy of such certified authority as a true copy by a solicitor or some other person or in some other way approved by the Board, shall be deposited at the Office (or at such other place as shall be specified in the notice of meeting or any proxy form or other document accompanying the same) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument of proxy proposes to vote or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument of proxy shall be valid after the expiration of 12 Months from the date stated in it as the date of its execution.
- 19.11. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or incapacity of the principal, or revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, incapacity or revocation

shall have been received by the Company at the Office (or other place referred to in the preceding Article) at least two hours before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.

- 19.12. Subject to the provisions of the Statutes, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend General Meetings and to vote on such resolution (or being corporations by their duly authorised representatives) shall be as valid and effectual as if the same had been passed at a General Meeting of the Company duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members. If the resolution in writing is described as a special resolution or as an extraordinary resolution it shall have effect accordingly.

20. APPOINTMENT AND ROTATION OF DIRECTORS

- 20.1. Unless and until otherwise determined by the Company by Ordinary Resolution, the Directors shall not be less than 2 nor more than 10 in number. A Director shall not require a share qualification, and, whether or not a member, shall be entitled to attend and to speak at any General Meeting or at any separate meeting of the holders of any class of shares of the Company.
- 20.2. The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors, and without prejudice to the provisions of the next following Article may by Ordinary Resolution appoint any person to be a Director, either to fill a casual vacancy, or as an additional Director.
- 20.3. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. Any Director so appointed shall hold office only until the conclusion of the next following Annual General Meeting, and shall be eligible for election at that meeting.
- 20.4. Except with the prior sanction of an Ordinary Resolution of the Company no contract of employment entered into by a Director with the Company or any of its subsidiaries shall incorporate a term by which such employment is to continue, or may be continued otherwise than at the instance of the employing company, for a period exceeding 5 years during which the employment:
- (a) cannot be terminated by the employing company by notice; or
 - (b) can be so terminated only in specified circumstances.

21. REMOVAL AND DISQUALIFICATION OF DIRECTORS

- 21.1. Without prejudice to the provisions of the Statutes, the Company may, by Extraordinary Resolution, remove a Director before the expiration of his period of office (but such removal shall be without prejudice to any claim such Director may

have for breach of any contract of service between him and the Company) and may, by Ordinary Resolution, appoint another person in his stead. The person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last appointed or re-appointed a Director.

21.2. The office of a Director shall be vacated in any of the following events, namely:

- (a) if he resigns his office by notice in writing to the Company; or
- (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) if in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs; or
- (d) if he is absent from meetings of the Board for 6 successive Months without leave, and his alternate Director (if any) shall not during such period have attended in his stead, and the Board resolves that his office be vacated; or
- (e) if he ceases to be a Director by reason of any of the provisions of the Statutes; or
- (f) if he becomes prohibited by law from being a Director; or
- (g) if he is requested in writing by all the other Directors to resign; or
- (h) if, in the case of a Director who holds an executive office, his appointment as such is terminated or expires and the Directors resolve that he ceases to be a Director.

21.3. There shall not be any age limit for Directors and s.293(2) to (6) of the Act shall not apply to the Company.

22. DIRECTORS' FEES

22.1. The Directors shall (in addition to any emoluments to which they may be entitled as mentioned in Article 24.4 below) be paid out of the funds of the Company such sum by way of Directors' fees as the Board may from time to time determine provided that there shall not in any one year exceed in aggregate the sum of £100,000 or such other sum as may from time to time be approved by Ordinary Resolution. Any such fees shall be diversable among the Directors as they may agree, or, failing agreement, equally.

- 22.2. A Director holding office for part only of a year shall be entitled to a proportionate part of a full year's fees. The Directors shall also be entitled to be repaid by the Company all such reasonable travelling (including hotel and incidental) and other expenses as they may incur in attending meetings of the Board, or of committees of the Board, or General Meetings of the Company, or which they may otherwise properly incur in or about the business of the Company.
- 22.3. Any Director who by request of the Board performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, participation in profits or otherwise as the Board may determine.

23. POWERS OF DIRECTORS

- 23.1. The business of the Company shall be managed by the Board, who may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be exercised by the Company in General Meeting. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 23.2. The Board may make such arrangements as the Board thinks fit for the management and transaction of the Company's affairs in the United Kingdom or elsewhere and may for that purpose establish councils, committees, local boards or agencies and may appoint any persons to be members of such councils, committees, boards or agencies and/or other managers or agents and delegate to them any of the powers of the Board (other than the power to borrow and make calls) with power to sub-delegate.
- 23.3. The Board may from time to time, by power of attorney or otherwise, appoint any company, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit. Any such power of attorney or other appointment may contain such provisions for the protection or convenience of persons dealing with any such agent or attorney as the Board deems fit, and may also authorise any such agent or attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 23.4. The Board may from time to time make and vary such Articles as it thinks fit respecting the keeping of overseas branch registers of members pursuant to the Statutes.
- 23.5. The Board may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or

otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or any such subsidiary or of any of the predecessors in business of the Company or any such other company as aforesaid, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid and who hold or have held executive positions or agreements for service with the Company or any such other company as aforesaid, and the spouses, widows, widowers, families and dependants of any such persons, and also establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit, or to advance the interests and well-being, of the Company or of any such other company as aforesaid, or of any such person as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such executive position or agreement for services shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

24. **MANAGING AND EXECUTIVE DIRECTORS**

24.1. The Board may from time to time:

- (a) appoint one or more of its body to the office of Managing Director, or to any other office (except that of auditor) or employment in the Company, for such period and on such terms as it thinks fit, and may revoke such appointment (but so that such revocation shall be without prejudice to any rights or claims which the person whose appointment is revoked may have against the Company by reason of such revocation); and
- (b) permit any person appointed to be a Director to continue in any other office or employment held by him before he was so appointed.

A Director (other than a Managing Director) holding any such other office or employment is herein referred to as "an **Executive Director**".

24.2. A Director appointed to the office of Managing Director shall not, while holding that office, be subject to retirement by rotation, but he shall (subject to the provision of any contract between himself and the Company) be subject to the same provisions as to disqualification and removal as the other Directors, and if he ceases from any cause to be a Director he shall ipso facto cease to be a Managing Director (but without prejudice to any rights or claims which he may have against the Company by reason of such cessation).

- 24.3. An Executive Director shall not (subject to the provisions of any agreement between him and the Company) cease to hold such other office by reason only of his ceasing to be a Director, nor (subject to the provisions of any agreement as aforesaid) shall any such Director be liable to vacate his office as such by reason only of his ceasing to hold any other office as aforesaid, the intent being that the tenure by any person of the office of Director and his tenure of any other office as aforesaid shall (subject to the provisions of any agreement as aforesaid) be distinct.
- 24.4. The remuneration of any Managing Director or Executive Director (including for this purpose the office of Chairman whether or not such office is held in an executive capacity) for his services as such and other terms of employment shall be determined by the Board, and may be paid in any form (whether by way of salary, commission, participation in profits or partly in one way and partly in another or others, or otherwise howsoever).
- 24.5. The Board may entrust to and confer upon a Managing Director or Executive Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and, in the case of a Managing Director, either collaterally with or to the exclusion of its own powers, and may from time to time revoke, withdraw, or vary all or any of such powers.

25. **ALTERNATE DIRECTORS**

- 25.1. Any Director other than an alternate Director may at any time appoint another Director or, with the approval of a majority of all of the Directors of the Company for the time being (including the Director wishing to effect the appointment) or their alternates, any other person to be an alternate Director of the Company and may at any time remove any alternate Director so appointed by him from office and subject as aforesaid appoint another person in his place.
- 25.2. The appointment of an alternate Director shall automatically determine in any of the following events:
- (a) if his appointor shall terminate the appointment;
 - (b) on the happening of any event, which, if he were a Director, would cause or require him to vacate the office of Director or disqualify him from such office;
 - (c) if by writing under his hand left at the Office he shall resign such appointment;
 - (d) if his appointor shall cease for any reason to be a Director otherwise than by retiring and being reappointed at the same meeting.
- 25.3. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of meetings of the Board and of any committee of the Board of which his

appointor is a member and to attend and, in place of his appointor, to vote (such vote to be in addition to any vote which he may have in his own right as a Director) and, subject to Article 26.2, be counted for the purpose of a quorum at any such meeting at which his appointor is not personally present and generally to perform all functions as a Director of his appointor in his absence. An alternate Director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a Director but shall not in respect of his office of alternate Director be entitled to receive any remuneration from the Company. An alternate Director shall, during his appointment, be an officer of the Company and shall not be deemed to be an agent of his appointor.

- 25.4. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and shall take effect (subject to any approval required by Article 25.1) upon receipt of such written appointment or removal at the Office or by the Secretary.

26. PROCEEDINGS OF THE BOARD

- 26.1. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, call a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director absent from the United Kingdom. Any one or more (including, without limitation, all) of the Directors, or any committee of the Directors, may participate in a meeting of the Directors or of such committee, (a) by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time or (b) by a succession of telephone calls to Directors from the Chairman of the meeting following disclosure to them of all material points. Such meeting shall be deemed to have occurred in (a) at the place where most of the Directors participating are present or, if there is no such place, where the Chairman of the meeting is present and in (b) where the Chairman of the meeting is present.
- 26.2. 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 2. A Director or any other person who is present at a meeting of the Board as an alternate Director shall only be counted as 2 or more for quorum purposes if at least one other Director or duly appointed alternate Director is also present thereat.
- 26.3. The continuing Directors may act notwithstanding any vacancy in their number, but if the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors may act for the purpose of increasing the number of Directors up to such number or of calling a General Meeting of the Company, but not for any other purpose.

- 26.4. The Board may from time to time elect from their number, and remove, a Chairman and/or a deputy Chairman and determine the period for which they respectively are to hold office. The Chairman or, in his absence, the deputy Chairman (if any) shall preside at all meetings of the Board but if no Chairman or deputy Chairman is appointed, or neither is present within 5 minutes after the time fixed for holding any meeting, the Directors present may choose one of their number to act as Chairman of such meeting.
- 26.5. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be valid and effectual as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form signed by one or more of the Directors (or their alternates).
- 26.6. The Board may delegate any of its powers to committees consisting of such member or members of its body as it thinks fit with power to sub-delegate to any of such persons. Any committee so formed shall, in the exercise of the powers so delegated, conform to the requirements of any Articles that may be imposed on it by the Board and subject thereto shall be governed by the provisions of these Articles regulating the proceedings and meetings of the Board.
- 26.7. All acts done bona fide by any meeting of the Board, or of a committee or sub-committee of the Board, or by any person acting as a Director or by an alternate Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Director, alternate Director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or, as the case may be, an alternate Director and had been entitled to vote.

27. **MINUTES**

- 27.1. The Board shall cause minutes to be made in books provided for the purpose:

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

Any such minutes, if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the proceedings.

28. DIRECTORS' INTERESTS

- 28.1. A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the directors in accordance with that section. Subject where applicable to such disclosure, a director shall be entitled to vote in respect of any such contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 28.2. Without prejudice to the first sentence of a meeting of the directors or of a committee of the directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles and in Table A shall be construed accordingly.

29. ASSOCIATE DIRECTORS

- 29.1. The Directors may at any time and from time to time appoint any person to be an Associate, Assistant, Consultant or Special Director (an "**Associate Director**") and determine the appointment as an Associate Director of any person so appointed. An Associate Director shall not be authorised or empowered to act nor be liable as a Director of the Company in any respect and shall not be deemed to be a Director for any purpose. Subject as aforesaid the Directors may define and limit the powers, authorities and duties of an Associate Director and if from any cause an Associate Director shall cease to be engaged by the Company he or she shall ipso facto cease to be an Associate Director.

30. SECRETARY

- 30.1. Subject to the Statutes, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board.
- 30.2. Anything by the Statutes required or authorised to be done by or to the Secretary, may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy secretary or, if there is no assistant or deputy secretary, or if there is no assistant or deputy secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors provided that a provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

31. THE SEAL

- 31.1. (a) If the Company has a Seal or chooses to adopt a Seal, the Board shall provide for the safe custody of the Seal and any official seal kept by the Company by virtue of s.40 of the Act. The Seal and any such official seal shall only be affixed to any instrument by the authority of a resolution of the Board or of a committee of the Board. Subject to paragraph (c) of this Article, every instrument to which the Seal shall be affixed shall be signed by at least 2 Directors or by one Director and the Secretary or, in place of any of the foregoing, some other person or persons appointed by the Board for the purpose.
- (a) Subject to the Statutes and any regulations made thereunder, notwithstanding the fact that the Company has adopted the Seal, a document signed by a Director and the Secretary, or by two Directors of the Company, and expressed, in whatever form of words, to be executed by the Company has the same effect as if executed under the Seal.
- (b) With regard to any certificate for shares, or debentures or any other securities of the Company the Board may by resolution determine either generally or in any particular case that any of the signatures of the persons mentioned in paragraph (b) above, may be dispensed with or affixed by some mechanical means.
- (c) The official seal referred to in this Article shall be used solely for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with such official seal shall not require to be signed.
- 31.2. The Company may exercise the powers conferred by s.39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

32. ACCOUNTS

- 32.1. The Board shall cause to be kept such books of account and other books and registers as are necessary to comply with the provisions of the Statutes.
- 32.2. The books of account shall be kept at the Office or (subject to the provisions of the Statutes) at such other place in England as the Board thinks fit, and shall at all times be open to inspection by the Directors. No member (other than a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by law or authorised by the Board or by an Ordinary Resolution of the Company.

32.3. The Board shall in accordance with the Statutes cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are required by the Statutes.

(a) Subject to paragraph (b) of this Article and save as provided by s.238 of the Companies Act 1985 as inserted by s.10 of the Companies Act 1989, a printed copy of the Directors' and Auditors' reports accompanied by printed copies of the balance sheet, profit and loss account and other documents required by the Statutes to be annexed to the balance sheet shall, not less than 21 days before the Annual General Meeting before which they are to be laid, be delivered or sent by post to the registered address of every member and holder of debentures of the Company and every person who is entitled to receive notice of general meetings (provided that this Article shall not require a copy of these documents to be sent to more than one of joint holders, but any member or holder of debentures of the Company who is not therefore entitled to be sent these documents shall be entitled to receive a copy free of charge on application at the Office), and to the Auditors for the time being of the Company, and, if listing on any stock exchange for all or any of the shares or debentures of the Company is for the time being granted, there shall be forwarded to the secretary of such stock exchange, such number of copies of each of these documents as may be required by the regulations and practice for the time being of such stock exchange.

(b) If the Statutes so permit, the Company need not send copies of the Directors' and Auditors' reports accompanied by copies of the balance sheet, profit and loss account and other documents required by the Statutes to be annexed to the balance sheet to entitled persons (as that expression is defined in The Companies (Summary Financial Statement) Regulations 1995 No. 2092) who do not wish to receive them (or who have failed to respond to an opportunity given to them to elect to receive them) but may send them such summary financial statement or other documents as may be authorised by the Statutes.

33. **AUDIT**

33.1. Auditors of the Company shall be appointed and their duties regulated in accordance with the Statutes.

33.2. The Auditors' report to the members made pursuant to the statutory provisions as to audit shall be read before the Company in General Meeting and shall be open to inspection by any member.

34. **DIVIDENDS**

34.1. The profits of the Company available for distribution and resolved to be distributed shall be applied in the payment of dividends to the members in accordance with their

respective rights and priorities. The Company in General Meeting may declare dividends accordingly.

- 34.2. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which shall apply to the Company nor shall any such dividend be paid in excess of the amount recommended by the Board.
- 34.3. Subject to Article 34.4, 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 a call shall be treated for the purposes of this Article or Article 34.4 as Paid Up on such share.
- 34.4. All dividends shall be apportioned and paid pro rata according to the amounts Paid Up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall carry any particular rights as to dividend such share shall rank for dividend accordingly.
- 34.5. Any General Meeting declaring a dividend may upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or partly by the distribution of assets (and in particular, but without limitation, of fully paid shares or debentures of the Company or 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 it as it thinks expedient, and in particular may issue fractional certificates and fix the value for distribution of any 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 those entitled to participate in the dividend, and may vest any specific assets in trustees, upon trust for the members entitled to the dividend and generally make such arrangements as the Board thinks fit.
- 34.6. 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, and the Board may also pay the fixed dividend payable on any shares of the Company with preferential rights half-yearly or otherwise on fixed dates whenever such profits in the opinion of the Board justify that course. Provided that the Board acts bona fide it shall not incur any liability to the holders of shares carrying preferential rights for any damage which they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.
- 34.7. Where any asset, business or property is bought by the Company as from a past date the profits and losses thereof as from such date may at the discretion of the Board in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Board be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.

- 34.8. The Board may deduct from any dividend payable to any member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company.
- 34.9. Any dividend or other moneys payable on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the person entitled thereto or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to that one of those persons who is first named in the Register in relation thereto, or to such person and such address as the person or persons entitled may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such other person as the person or persons entitled may in writing direct, and payment of the cheque or warrant shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
- 34.10. All unclaimed dividends or other moneys payable on or in respect of a share may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. No dividend or other moneys payable in respect of a share shall bear interest against the Company. All dividends unclaimed for a period of 12 years after having been declared shall be forfeited and shall revert to the Company.
- 34.11. If several persons are entered in the Register as joint holders of any share, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.
- 34.12. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Board, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares.

35. RESERVES

The Board may from time to time set aside out of the profits of the Company (including any premiums received upon the issue of debentures or other securities of the Company) and carry to reserve such sums as it thinks proper which shall, at the discretion of the Board, 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 (subject to the provisions of the Statutes) as the Board may from time to time think fit. The Board may divide the reserve into such special funds or any parts

of any special funds into which the reserve may have been divided. The Board may also, without placing the same to reserve, carry forward any profits which they may think prudent not to divide.

36. CAPITALISATION OF PROFITS AND RESERVES

36.1. The Board may with the authority of an Ordinary Resolution of the Company:

- (a) capitalise any undistributed profits of the Company (including profits carried and standing to any reserve or reserves) not required for paying any preferential dividend whether or not they are available for distribution or any sum carried to reserve as a result of the sale or revaluation of any asset (other than revaluation of goodwill) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;
- (b) appropriate the profits or sum resolved to be capitalised to the holders of Ordinary Shares in proportion to the number of such shares (whether or not fully paid) held by them respectively and apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any such shares held by such members respectively, or in paying up in full unissued Ordinary Shares or (subject to any special rights previously conferred on any shares or class of shares for the time being issued) unissued shares of any other class in or debentures of the Company, and allot and distribute such shares or debentures, credited as fully Paid Up, to and amongst such holders in the proportions aforesaid, or partly in one way and partly in the other;
- (c) resolve that any shares allotted under this Article to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividend;
- (d) make such provision by the issue of fractional certificates or by payment in cash or otherwise as the Board thinks fit in the case of shares or debentures becoming distributable in fractions;
- (e) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully Paid Up, of any further shares or debentures to which they may be entitled upon such capitalisation (any agreement made under such authority being binding on all such members); and
- (f) generally do all acts and things required to give effect to such Ordinary Resolution.

37. NOTICES

- 37.1. Any notice to be given pursuant to these Articles (other than one calling a meeting of the Directors) shall be in writing and may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his address in the Register. In the case of joint holders of a share all notices and other documents sent by the Company shall be given to that one of the joint holders whose name stands first in the Register. Any notice so given shall be sufficient notice to all the joint holders and the contents of any document so sent shall be deemed to be sufficiently communicated to all the joint holders.
- 37.2. Any member whose address in the Register is not within the United Kingdom but who has given to the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices given to him, at such address; but, save as aforesaid, any member whose address in the Register is not within the United Kingdom shall not be entitled to receive any notice from the Company.
- 37.3. Any notice or other document sent by the Company to any member by post, shall be deemed to have been served on the date following that on which the letter containing the same is posted (by whatever class of post). In proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted.
- 37.4. Any notice or document sent by post to, or left at the address in the Register of, any member in pursuance of these Articles, shall, notwithstanding such member be then dead, bankrupt, mentally disordered or (being a corporation) in liquidation, and whether or not the Company has notice of the death, bankruptcy, mental disorder or liquidation, be deemed to have been duly served in respect of any share registered in the name of such member as sole or joint holder and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in such share.
- 37.5. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice (other than a notice issued by authority of Article 14.1) in respect of such share which, previously to his name and address being entered in the Register, shall have been duly given to the person from whom he derives his title to such share.
- 37.6. Any notice required to be given by the Company to the members or any of them, and not provided for by or pursuant to these Articles, shall be sufficiently given if given by advertisement inserted once in at least one leading daily newspaper in London.
- 37.7. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a General Meeting by notices sent through the post, a General Meeting may be convened by a notice

advertised on the same date in at least 2 leading daily newspapers with appropriate circulation and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least 7 days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

- 37.8. A member present either in person or by proxy, or in the case of a corporate member by a duly authorised representative or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

38. **WINDING-UP**

Subject to these Articles, the liquidator on any winding-up of the Company (whether voluntary or under supervision or compulsory) may with the authority of an Extraordinary Resolution, divide among the members in specie the whole or any part of the assets of the Company (whether or not the assets shall be of different kinds), and for such purpose may set such value as he deems fair upon any such assets, and may determine how such division shall be carried out as between members or classes of members. The liquidator may, with like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like authority, shall think fit, but no member shall be compelled to accept any assets on which there is a liability.

39. **INDEMNITY**

- 39.1. Every Director, alternate Director, manager, Secretary and other officer (and the Auditors) shall, to the extent permitted by the Statutes, be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which they may sustain or incur in or about the execution of their respective offices or otherwise in relation thereto (including, without limitation, any liability which any of them may incur in defending proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by such person as an officer or employee of the Company and in which judgment is given in his favour or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court). The Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company, or any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has an interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any

such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers of office in relation to the Company or any such other company, subsidiary undertaking or pension fund. For the purposes of this Article "holding company" and "subsidiary undertaking" shall have the meanings ascribed to them in the Act.

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