

Company No 1818170

**THE COMPANIES ACTS 1985 TO 2006
PUBLIC COMPANY LIMITED BY SHARES**

**NEW
ARTICLES OF ASSOCIATION
OF**

ECO ANIMAL HEALTH GROUP PLC

Incorporated the 22nd day of May 1986

**As adopted by Special Resolution passed
on 20th September 2007**

**Amended by Special Resolutions passed on 17th September 2008 and 21st
January 2009**

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THE COMPANIES ACTS 1985 TO 2006
PUBLIC COMPANY LIMITED BY SHARES
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OF
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**Adopted by Special Resolution
passed on 20th September 2007**

**Amended by Special Resolution
passed on 17th September 2008**

PRELIMINARY

1. TABLE A NOT TO APPLY

The regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 shall not apply as the regulations or articles of the Company.

2. INTERPRETATION

2.1 In these articles, unless the context requires otherwise:

"Act" means the Companies Act 1985 for the time being in force;

"2006 Act" means the Companies Act 2006 for the time being in force;

"Acts" means the Companies Acts 1985, 1989 and 2006, the CREST regulations and every statute (including orders, regulations or other subordinate legislation made under those Acts) for the time being in force concerning companies so far as they apply to the Company;

"articles" means these articles of association or other articles of association of the Company for the time

	being in force;
"auditors"	means the auditors for the time being of the Company;
"board"	means the board of directors from time to time of the Company or the directors present or deemed to be present at a duly convened meeting of the directors at which a quorum is present;
"cash memorandum account"	means an account so designated by the Operator of the relevant system concerned;
"clear days"	in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Company"	means this company;
"company"	includes any body corporate (not being a corporation sole) or association of persons, whether or not a company within the meaning of the Acts other than this Company;
"Convertible Preference Shares"	means convertible preference shares of £1 each having the rights set out in these articles;
"CREST Regulations"	means The Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) including any modification thereof made under Section 207 of the Companies Act 1989 and for the time being in force;
"director"	means a director for the time being of the Company;
"dividend"	includes bonus and any other distribution whether in cash or in specie;
"executed"	in relation to a document includes reference to its being executed under hand or under seal or by any other method permitted by law;
"holder"	means, in relation to any share, the member whose name is entered in the register as the holder of that share and includes two or more joint holders of that share;
"London Stock Exchange"	means the International Stock Exchange of the United Kingdom and the Republic of Ireland

	Limited;
"member"	means a member of the Company;
"office"	means the registered office for the time being of the Company;
"Ordinary Shares"	means ordinary shares of 10p each;
"Operator"	means Euroclear UK & Ireland Limited or such other person as may for the time being be approved by the Treasury as operator under the CREST regulations;
"Operator-instruction"	means a properly authenticated dematerialized instruction attributable to the Operator;
"paid up"	means paid up or credited as paid up;
"recognised person"	means a recognised clearing house or a nominee of a recognised clearing house or of a recognized investment exchange as designated in section 185(4) of the Act;
"register"	means the register of members to be kept pursuant to the Act;
"relevant system"	means a computer-based system, and procedures, which enable title to units of a security, to be evidenced and transferred without a written instrument pursuant to the CREST Regulations;
"seal"	means the common seal of the Company or any official or securities seal that the Company may have or may be permitted to have under the Acts;
"secretary"	means the secretary for the time being of the Company and includes any assistant or deputy secretary and any person appointed by the board to perform the duties of the secretary;
"written" and "in writing"	includes printing, lithography and other methods of representing or reproducing words in a legible form.

2.2 Unless the context requires otherwise, words and expressions contained in these articles and not defined above shall have the same meaning as in the Acts but excluding any statutory modification of that meaning not in force when these articles become binding on the Company.

- 23 Where, for any purpose, an ordinary resolution of the Company is required, a special resolution shall also be effective for that purpose.
- 2.4 References in those articles to a share (or to a holding of shares) being in certified or uncertified form are references respectively to that share being a certified or an uncertified unit of a security for the purposes of the CREST regulations.

SHARE CAPITAL

3. SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these articles is £3,405,000 divided into 68,100,000 Ordinary Shares of £0.05 each, 10,794 Deferred Ordinary Shares of £0.10 each and 32,334 Convertible Preference Shares of £1.00 each

4. CONVERTIBLE PREFERENCE SHARES

The rights attaching to the Convertible Preference Shares shall be as follows:

4.1 Income

The holders of the Convertible Preference Shares shall not be entitled to any dividend thereon.

4.2 Capital

On a return of capital on liquidation or otherwise, the assets of the Company available for distribution among the members shall be applied first in repaying to the holders of the Convertible Preference Shares rateably according to the numbers of such Convertible Preference Shares held by them respectively an amount calculated in accordance with the following formula:

$$(\text{£}1,094,000 \times 1.06)$$

where it is the period of time elapsed since 31 December, 1986 in years (or fractions thereof).

The balance of such assets, subject to any special rights which may be attached to any other class of shares, shall be distributed amongst the holders of the Ordinary Shares in proportion to the amounts paid or credited as paid up thereon.

4.3 Conversion

- (a) The Convertible Preference Shares shall be converted into the number of Ordinary Shares, calculated in accordance with paragraph (b) below at the earliest of the following times:
- (i) the time when the Ordinary Shares in the Company are admitted to the Official List of the London Stock Exchange.

- (ii) 1 January 1997.
- (b) (i) The number of Ordinary Shares into which the Convertible Preference Shares shall be converted shall be the number calculated by applying the following formula:

$$N = (1,094.000 \times 1.06) \times 100$$

$$M + (1,094,000 \times 1.06)$$

where

N = the percentage of Ordinary Shares in issue following conversion into which the Convertible Preference Shares shall be converted.

t = the period of time elapsed since 31 December, 1986 in years (or fractions thereof).

M = the market value of the entire issued ordinary share capital of the Company immediately prior to conversion ascertained as provided in (ii) and (iii) below.

- (ii) except where sub-paragraph (iii) below applies, the market value of the entire issued ordinary share capital of the Company is the price as calculated by reference to the average mid market price of such shares as shown by the daily official list of the London Stock Exchange for each of the five working days prior to conversion together with the premium which an independent purchaser of the whole of such share capital might be expected to pay therefore as determined by the auditors or such other independent firm of accountants as the board may from time to time appoint.
- (iii) if the Convertible Preference Shares are required by paragraph (a) above to be converted in consequence of shares in the Company being admitted to the Official List of the London Stock Exchange, and such admission is obtained in connection with an offer for sale or placing of such shares, M shall be taken to be equal to the product of the number of Ordinary Shares in issue immediately prior to conversion and the issue or placing price (as the case may be).
- (c) Conversion of the Convertible Preference Shares may be effected in such manner as the board shall, subject to the provisions of the Act, from time to time determine and without prejudice to the generality of the foregoing may be effected by the reclassification of some or all of the Convertible Preference Shares as Ordinary Shares and of the balance thereof (if any) as deferred shares carrying no rights other than to a return of capital in winding up subject to the rights attaching to all other

shares in the Company. In such case the requisite reclassification shall be effected pursuant to an authority deemed to be given by the passing in general meeting of the special resolution to adopt these Articles of Association on 31 December 1996. The conversion shall be deemed to confer irrevocable authority on the Company at any time thereafter to appoint any person to execute on behalf of the holders of such deferred shares a transfer thereof (and/or an agreement to transfer the same) to such person as the Company may determine as custodian thereof and/or to purchase the same (in accordance with the provisions of the Acts) in any such case for not more than an aggregate sum of 1p for all deferred shares without obtaining the sanction of the holder or holders thereof and pending such transfer and/or purchase to retain the certificate for such deferred shares.

- (d) The Ordinary Shares into which the Convertible Preference Shares shall be converted shall be distributed among the persons who held the Convertible Preference Shares immediately prior to their conversion so far as may be pro rata according to the number of Convertible Preference Shares held by each of such persons immediately prior to the conversion.
- (e) For the purposes of effecting conversion of the Convertible Preference Shares the board shall be authorised to capitalise any amounts standing to the credit of any reserve of the Company including any share premium account to ensure that the nominal amount of the Convertible Preference Shares shall be at least equal to the nominal amount of the Ordinary Shares into which they are converted.
- (f) The auditors or independent firm of accountants appointed pursuant to paragraph (ii) shall act as experts not as arbitrator and any determination shall be final and binding on all persons save in the case of manifest error.

4.4 **Voting**

The Convertible Preference Shares shall entitle the holders thereof to receive notice of and to attend but not to vote at any general meeting of the Company.

4.5 **Miscellaneous**

- (a) The Convertible Preference Shares may in no circumstances be redeemed.
- (b) If whilst any of the Convertible Preference Shares remain capable of being converted any offer or invitation (not being an offer falling within paragraph (vi) below) is made to the holders of the Ordinary Shares, the Company shall make or, so far as it is able, procure that there is made a like offer or invitation at the same time to each holder of Convertible Preference Shares as if they had been converted on the record date for such offer or invitation on the basis of conversion then applicable.

- (c) So long as any of the Convertible Preference Shares remain capable of being converted the following provisions shall apply unless the Company have obtained the consent in writing of the holder or holders of at least seventy five per cent in nominal value of the Convertible Preference Shares then in issue or the sanction of an extraordinary resolution passed at a separate meeting of the holders of the Convertible Preference Shares in accordance with the provisions of these articles:
- (i) the Company shall not (1) make any distribution to its members of a capital nature including a distribution out of capital profits or capital reserves or out of profits or reserves arising from a distribution of capital profits or capital reserves by a subsidiary (2) capitalise profits or reserves or any sum standing to the credit of any share premium account or capital redemption reserve save as provided in article (e) hereof.
 - (ii) the Company shall not create or permit to be in issue equity share capital which as regards rights as to voting, dividends or capital has more favourable rights than those attached to the Ordinary Shares in issue at the date of adoption of these articles or modify the rights attached to the Ordinary Shares as a class and shall not permit any subsidiary to issue other than to the Company or to another wholly-owned subsidiary of the Company any shares ranking as participating in the assets or profits of the first mentioned subsidiary in priority to its ordinary share capital nor shall any disposal be made by the Company to any subsidiary of any such shares.
 - (iii) no resolution shall be passed for reducing the share capital of the Company or any uncalled liability thereon or for reducing below £500,000 the amount, if any, for the time being standing to the credit of any share premium account or capital redemption reserve in any manner.
 - (iv) if a resolution is passed or an order is made for the winding-up of the Company (other than for the purpose of a reconstruction or amalgamation pursuant to a scheme previously approved by the holder or holders of at least seventy five per cent in nominal value of the Convertible Preference Shares then in issue or by an extraordinary resolution passed at a separate meeting of the holders of the Convertible Preference Shares in accordance with the provisions of these articles) the Company shall promptly give notice thereof to the holders of the Convertible Preference Shares then in issue who shall in respect of all the Convertible Preference Shares be entitled within six weeks after the giving of such notice by the Company to elect to be treated as if the Convertible Preference Shares had been converted immediately before such event. Such election shall be by notice in writing given to the Company by or an behalf of the holder or holders of at least seventy five per cent in nominal rate of the Convertible Preference Shares then in issue or by an extraordinary

resolution passed at a separate meeting of the holders of the Convertible Preference Shares in accordance with the provisions of these articles. In the event of such election being made each such holder shall be entitled to be repaid in respect of his Convertible Preference Shares a sum equal to the amount to which he would have become entitled in such winding-up if he had been the holder of the Ordinary Shares (including any fraction of an Ordinary Share) to which he would have become entitled by virtue of such deemed conversion.

- (v) the Company will send to the holders of the Convertible Preference Shares a copy of every document sent to the holders of Ordinary Shares at the time the same are sent to such holders of Ordinary Shares.
 - (vi) if an offer is made to the holders of Ordinary Shares to acquire the whole or any part of the issued Ordinary Shares or the Company becomes aware that the right to cast more than fifty per cent of the votes which may ordinarily be cast at a poll at a General Meeting of the Company has or will become vested in the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror, the Company shall give notice to the holders of Convertible Preference Shares of such vesting within fourteen days of its becoming so aware (and so that the publication of a scheme of arrangement under the Act providing for the acquisition by any person of the whole or part of the Ordinary Shares shall be deemed to be the making of an offer).
- (d) The written determination of the auditors or of such other independent professional advisers as the board may from time to time appoint for this purpose as to the aggregate value of any shares in the Company at any time shall be final and binding on all persons.

5. ALLOTMENT

Subject to the provisions of the Acts and any resolution of the Company in general meeting required pursuant to those provisions, the board shall have unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased capital) or rights to subscribe for or convert any security into shares of the Company to such persons (including directors) at such times and generally on such terms and conditions as the board may decide but so that no share shall be issued at a discount.

6. AUTHORITY TO ALLOT SHARES AND SELL TREASURY SHARES AND POWER TO DISAPPLY STATUTORY PRE-EMPTION RIGHTS

- 6.1 The board shall be generally and unconditionally authorised, pursuant to and in accordance with section 80 of the Act, to exercise all the powers of the Company

to allot relevant securities for each prescribed period up to an aggregate nominal amount equal to the section 80 amount.

6.2 During each prescribed period, the board shall be empowered to allot equity securities wholly for cash pursuant to and within the terms of the said authority, and to sell treasury shares wholly for cash :

- (a) in connection with a rights issue; and
- (b) otherwise than in connection with a rights issue up to an aggregate nominal amount equal to the section 89 amount as if section 89(1) of the Act did not apply to any such allotment.

6.3 Pursuant to such authority and/or power, the board may, during such period, make offers or agreements which would or might require the allotment of securities after the expiry of such period.

6.4 For the purposes of this article 6:

- (a) "**rights issue**" means an offer of equity securities open for acceptance for a period fixed by the board to holders of equity securities on the register on a fixed record date in proportion to their respective holdings of such securities or in accordance with the rights attached to them (but subject to such exclusions or other arrangements as the board may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of, any recognised regulatory Body or any stock exchange in any country or territory);
- (b) "**prescribed period**" means any period (not exceeding 15 months on any occasion) for which the authority conferred by paragraph 6.1 is granted or renewed by an ordinary resolution or special resolution (as the case may be) stating the section 80 amount for such period and/or any period for which the power conferred by paragraph 6.2 is granted or renewed by special resolution stating the section 89 amount for such period;
- (c) "**the section 80 amount**" shall be stated in the relevant ordinary resolution or special resolution (as the case may be) or any increased amount fixed by ordinary resolution;
- (d) "**the section 89 amount**" shall, for any prescribed period, be that stated in the relevant special resolution; and
- (e) the nominal amount of any securities shall be taken to be, in the case of rights to subscribe for or to convert any securities into shares of the Company, the nominal amount of such shares which may be allotted pursuant to such rights.

7. REDEEMABLE SHARES

Subject to the provisions of the Acts and to any rights attached to any existing

shares, any shares in the capital of the Company may be issued on terms that

they are to be redeemed or, at the option of the Company or the holder, are liable to be redeemed.

8. POWER TO ATTACH RIGHTS

Subject to the provisions of the Acts and to any rights attached to any existing shares, any new shares in the capital of the Company may be allotted or issued with or have attached to them such rights or restrictions as the Company may from time to time by ordinary resolution determine, or, if no such determination is made, as the board shall determine. The Company shall, if required in accordance with the Acts, deliver to the Registrar of Companies a statement in the prescribed form containing particulars of the rights.

9. VARIATION OF RIGHTS

9.1 Subject to the provisions of the Acts, all or any of the rights or privileges attached to any class of shares in the Company may be varied or abrogated in such manner (if any) as may be provided by such rights, or, in the absence of any such provision, either with the consent in writing of the holders of at least seventy five per cent in nominal value of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class in accordance with the provisions of these articles, but not otherwise.

9.2 The rights attached to any class of shares shall not unless otherwise expressly provided in the rights attaching to such shares, be deemed to be varied or abrogated by the creation or issue of shares ranking *pari passu* with or subsequent to them.

10. COMMISSION

Subject to the Acts, the Company may pay any person a commission in consideration for that person's (a) subscribing or agreeing to subscribe, or (b) procuring or agreeing to procure subscriptions for shares. Subject to the Acts any such commission may be paid wholly or partly in cash or in fully paid or partly paid shares and in respect of a conditional or an absolute subscription.

11. TRUSTS NOT RECOGNISED

Unless ordered by a court of competent jurisdiction or required by law, the Company shall not recognise any person as holding any share upon any trust and shall not be bound by or otherwise compelled to recognise (even if it has notice of it) any equitable, contingent, future, partial or other claim to or interest in any share other than an absolute right in the registered holder to the whole of the share.

12. RENUNCIATION

Subject to the provisions of the Acts and these articles, the board may, at any time after the allotment of shares but before any person has been entered in the

register as the holder, recognise a renunciation of those shares by the allottee in

favour of some other person and may accord to any allottee of a share a right to effect such renunciation on and subject to, such terms and conditions as the board considers fit to impose.

SHARE CERTIFICATES

13. RIGHT TO CERTIFICATES

13.1 Subject to these articles, every person (except a recognised person in respect of whom the Company is not required by law to complete and have ready for delivery a certificate), upon becoming the holder of any shares, shall be entitled, within two months after allotment or lodgement of a transfer as the case may be (unless the terms of issue of the shares provide otherwise), and without charge, to one certificate for all the shares of any class registered in his name or, in the case of shares of more than one class being registered in his name, to a separate certificate for each class of shares so registered.

13.2 Where a member (other than a recognised person) transfers part of his shares comprised in a certificate he shall be entitled to one certificate for the balance of shares retained by him without charge.

13.3 The Company shall not be bound to issue more than one certificate in respect of shares held jointly by two or more persons and delivery of a certificate to any one joint holder shall be sufficient delivery to all joint holders.

13.4 Every certificate of shares shall specify the number and class and the distinguishing numbers (if any) of the shares to which it relates and the amount paid up on them and shall be issued under the seal, which may be affixed to or printed on it, or in such other manner having the same effect as if issued under the seal as the board may approve.

14. REPLACEMENT CERTIFICATES

The board may cancel any certificate which is worn out, defaced, lost or destroyed and issue a replacement certificate on such terms (if any) as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out of pocket expenses incurred by the Company as the board may decide, and upon delivery up of the original certificate (where it is worn out or defaced).

15. FUTURE REGULATIONS REGARDING TRANSFER OF SHARES

Nothing in these articles shall require title to any of the shares or other securities of the Company to be evidenced or transferred by a written instrument if any rules or regulations from time to time made under the Acts permit otherwise. The board shall have the power to adopt and implement any arrangements as they may think fit for recording and transferring title to shares or other securities which accord with those rules and regulations. References in these articles to certificates for shares and instruments of transfer shall be construed accordingly.

LIEN

16. COMPANY'S LIEN ON SHARES NOT FULLY PAID

- 16.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for any amount payable in respect of such share, whether the due date for payment shall have arrived or not, and such lien shall apply to all dividends from time to time declared or other monies payable in respect of such share.
- 16.2 The board may at any time either generally or in any particular case waive any lien that has arisen or declare any share to be wholly or partly exempt from the provisions of this article 16. Unless otherwise agreed with the transferee, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share.

17. ENFORCEMENT OF LIEN BY SALE

- 17.1 For the purpose of enforcing the Company's lien, the Company may sell, in such manner as the board may determine, any share subject to it, provided that the due date for payment has arrived and payment is not made within 14 clear days after the service of a notice (stating, and demanding payment of, the sum presently payable and giving notice of the intention to sell in default of such payment) on the member concerned (or to any person entitled to the share by transmission).
- 17.2 To give effect to such sale, the board may authorise any person to execute an instrument of transfer of any share sold in the name and on behalf of the holder of, or the person, if any, entitled by transmission to, the share in favour of the purchaser or his nominee. The purchaser shall not be bound to see to the application of the purchase money, and the title of the transferee shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale.

18. APPLICATION OF PROCEEDS OF SALE

The net proceeds of the sale, after payment of the costs of the sale, shall be applied by the Company in or towards satisfaction of the amount in respect of which the lien exists so far as the same is presently payable. Any residue shall (on surrender to the Company for cancellation of the certificate for the shares sold, or the provision of such indemnity (with or without security) as to any lost or destroyed certificate as the board may decide, and subject to a like lien for sums not presently payable as existed on the shares before the sale) be paid to the member or any person entitled by transmission to the shares immediately before the sale.

CALLS ON SHARES

19. CALLS

Subject to the terms of allotment of shares, the board may make calls on the members in respect of any monies unpaid on the shares or any class of shares

held by them (whether in respect of nominal value or any premium) and not payable on a date fixed in accordance with the terms of issue. Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. At any time before receipt by the Company of any sum due under a call, the call may be revoked or payment postponed in whole or in part as the board may determine. A call shall be deemed to have been made at the time when the resolution of the board authorising such call was passed. A person on whom a call is made shall remain liable even though the shares in respect of which the call was made are subsequently transferred. The joint holders of a share shall be jointly and severally liable for payment of all calls in respect of such share.

20. POWER TO MAKE DIFFERENT ARRANGEMENTS

Subject to the terms of allotment, on the allotment or issue of shares, the board may make different arrangements, as between the allottees or holders of such shares, in the amount and the time of payment of calls.

21. INTEREST ON CALLS

If the sum payable in respect of any call is not paid on or before the day appointed for payment, the person from whom it is due and payable shall pay interest on the unpaid amount at such rate as may be fixed at the time of allotment of the share or, if no rate is fixed, at such rate, (not exceeding, without the sanction of the Company given by ordinary resolution, 20 per cent per annum) as the board may decide from and including the day appointed for payment until but excluding the day of actual payment and all costs, charges and expenses incurred by the Company by reason of such non-payment. The board may waive payment of the interest, costs, charges and expenses in whole or in part.

22. PAYMENT IN ADVANCE

The board may, if it thinks fit, receive from any member willing to advance the same all or any part of the monies uncalled and unpaid on the shares held by him and such payment in advance of calls shall extinguish *pro tanto* the liability on the shares in respect of which it is made. The Company may pay interest on the money paid in advance, or an so much of it as from time to time exceeds the amount of the calls then made on the shares in respect of which the advance has been made, at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, 20 per cent per annum) as the board may decide.

23. SUMS DUE ON ALLOTMENT TREATED AS CALLS

Any sum which becomes payable in respect of a share on allotment or at any date fixed pursuant to the terms of allotment, whether in respect of the nominal value of the share or by way of premium or as an instalment of a call, shall be deemed to be a call and, in case of non-payment, all the provisions of these articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become due and payable by virtue of a call.

FORFEITURE

24. NOTICE IF CALL NOT PAID

If a call remains unpaid after it has become due and payable, the board may at any time give notice to such member, or to any person entitled to the shares by transmission, demanding payment, on a date not less than 14 clear days from the date of the notice, of the amount of the call outstanding and any interest that may have accrued on that amount and all costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall state the place where payment is to be made and shall state that, if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.

25. FORFEITURE FOR NON-COMPLIANCE

If the notice referred to in the previous article is not complied with, any share in respect of which it was given may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the board to that effect. Such forfeiture shall include all dividends declared or other monies payable in respect of the forfeited shares and not paid before the forfeiture.

26. NOTICE AFTER FORFEITURE

When any share has been forfeited, notice of the forfeiture shall be served on the person who was, before forfeiture, the holder of the share or the person entitled by transmission to the share but no forfeiture shall be invalidated by any omission to give such notice. An entry of the fact and date of forfeiture shall be made in the register.

27. DISPOSAL OF FORFEITED SHARES

27.1 Until cancelled in accordance with the provisions of the Act, a forfeited share, together with all rights attaching to it, shall be deemed to be the property of the Company and may be sold, reallocated or otherwise disposed of either to the person who was, before the forfeiture, the holder or to any other person, on such terms and in such manner as the board may determine. Where, for the purposes of its disposal, a forfeited share is to be transferred to any person, the board may authorise some person to execute a transfer of the share to the transferee. The Company may receive the consideration (if any) given for the share on its disposal and may register the transferee as the holder of the share.

27.2 The board may, at any time before any share so forfeited has been cancelled, sold, re-allocated or otherwise disposed of, annul the forfeiture on such conditions as it thinks fit.

27.3 A statutory declaration by a director or the secretary of the Company that a share has been forfeited on the date stated in the declaration shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject if necessary to the execution of an instrument of transfer) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the

consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings relating to the forfeiture or disposal of the share.

28. LIABILITIES AND CLAIMS ON FORFEITURE

- 28.1 Any person whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares, but shall remain liable to pay, and shall immediately pay, to the Company, all calls, interest, costs, charges and expenses owing on or in respect of such shares at the time of forfeiture, together with interest on those amounts, from the time of forfeiture until payment, at such rate as may be fixed at the time of allotment of the shares or, if no rate is so fixed, at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, 20 per cent per annum) as the board may decide, and the board may, if it thinks fit, enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 28.2 The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the member whose share is forfeited and the Company, other than those rights and liabilities expressly saved by these articles or imposed (in the case of past members) by the Acts.

29. SURRENDER

The board may accept the surrender of any share liable to be forfeited and, in such case, references in these articles to forfeiture shall include surrender.

UNTRACED SHAREHOLDERS

30. POWER OF SALE

- 30.1 The Company shall be entitled to sell any share of a member, or any share to which a person is entitled by transmission, at the best price reasonably obtainable, provided that:
- (a) for a period of not less than 12 years, during which at least three cash dividends (whether interim or final) shall have been paid to members of the class to which the shares concerned belong, no cheque, order or warrant sent by the Company through the post in a pre-paid envelope addressed to the member, or to the person entitled by transmission to the share, at his address on the register or other last known address given by such member or person to which cheques, orders and warrants in respect of such share are to be sent has been cashed and no communication has been received by the Company from such member or person (in his capacity as member or person entitled by transmission);
 - (b) at the expiration of such period of 12 years, the Company has given notice of its intention to sell such share by advertisement in both a

leading daily newspaper and in a newspaper circulating in the area of the address referred to in paragraph (a) above;

- (c) the Company has not, during the further period of three months following such advertisements, received any communication in respect of such share from the member or person entitled by transmission; and
- (d) the Company has first given notice to the London Stock Exchange of its intention to sell such share.

30.2 If, during the period of not less than 12 years referred to in paragraph 30.1 or during any period ending on the date when all the requirements of paragraphs (a) to (d) inclusive have been satisfied, any additional shares have been issued by way of a rights issue in respect of those shares held at the beginning of, or previously so issued during, such periods, and all the requirements of paragraphs (b) to (d) inclusive have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares.

30.3 To give effect to any such sale, the board may appoint any person to execute as transferor an instrument of transfer of such share. Such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such share. The purchaser shall not be bound to see to the application of the purchase money and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale.

30.4 A statutory declaration by a director or the secretary that a share has been sold on the date stated in the declaration shall be conclusive evidence of the facts stated in the declaration as against all persons claiming to be entitled to the share.

31. APPLICATION OF PROCEEDS OF SALE

The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all monies in respect of that sale to a separate account. The Company shall be deemed to be a debtor and not a trustee in respect of that money for such member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments as the board may from time to time think fit. No interest shall be payable in respect of such monies and the Company shall not be required to account for any money earned on them.

TRANSFER OF SHARES

32. FORM OF TRANSFER

Subject to the provisions of these articles, a member may transfer all or any of his shares by instrument of transfer in writing in any usual form or in any form approved by the board, and such instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. The transferor shall be deemed to remain the

holder of such share until the name of the transferee is entered in the register in respect of it.

33. RIGHT TO REFUSE REGISTRATION

33.1 Subject to the provisions of these articles, the board may, in its absolute discretion and without giving any reason, refuse to register any share transfer or renunciation of a renounceable letter of allotment unless:

- (a) it is in respect of a share which is fully paid up;
- (b) it is in respect of a share on which the Company has no lien;
- (c) it is in respect of only one class of shares;
- (d) it is in favour of a single transferee or not more than four joint transferees;
- (e) it is duly stamped (if so required); and
- (f) it is delivered for registration to the office or such other place as the board may from time to time determine, accompanied (except in the case of a transfer by a recognised person where a certificate has not been issued) 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.

33.2 If the board refuses to register a transfer of a share, it shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee. Any instrument of transfer which the board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered shall, subject to the provisions of these articles, be retained by the Company.

34. FEES ON REGISTRATION

No fee shall be charged by the Company for the registration of any transfer or other document relating to or affecting the title to any share or the right to transfer it or for making any other entry in the register.

35. SUSPENSION OF REGISTRATION

The registration of transfers of shares may be suspended at such times and for such period (not exceeding 30 days in any year) as the board may from time to time determine.

TRANSMISSION OF SHARES

36. ON DEATH

- 36.1 The personal representatives of a deceased member shall be the only persons recognised by the Company as having any title to shares held by him alone or to which he alone is entitled but in the case of shares held by more than one person, only the survivor or survivors shall be recognised by the Company as being entitled to such shares.
- 36.2 Nothing in these articles shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

37. ELECTION OF PERSON ENTITLED BY TRANSMISSION

- 37.1 Any person becoming entitled to a share in consequence of the death or bankruptcy of any member or of any other event giving rise to a transmission of such entitlement by operation of law may, on producing such evidence as the board may properly require, elect either to be registered as a member or to have some person nominated by him registered as a member.
- 37.2 If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have some other person registered, he shall execute a transfer of the share to that person. The provisions of these articles relating to the transfer of shares shall apply to such notice or instrument of transfer (as the case may be) as if it were an instrument of transfer executed by the member on his death, bankruptcy or other event giving rise to a transmission of such entitlement by operation of law had not occurred.
- 37.3 The board may at any time give notice requiring any such person to elect either to register himself or to transfer the share and, if such notice is not complied with within 60 days, the board may, after that time, withhold payment of all dividends and other monies payable in respect of such share until the requirements of the notice have been complied with.

38. RIGHTS ON TRANSMISSION

Where a person becomes entitled to a share in consequence of the death or bankruptcy of a member, or of any other event giving rise to a transmission of such entitlement by operation of law, the rights of the holder in relation to that share shall cease but the person so entitled may give a good discharge for any dividends and other monies payable in respect of it and shall, subject to the provisions of these articles, have the same rights to which he would be entitled if he were the holder of the share, except that he shall not, before he is registered as the holder of the share, be entitled in respect of it to receive notice of or exercise any rights conferred by membership in relation to meetings of the Company or any separate meeting of the holders of any class of shares in the Company.

ALTERATION OF SHARE CAPITAL

39. INCREASE, CONSOLIDATION, SUB-DIVISION AND CANCELLATION

Subject to the provisions of the Acts, the Company may, by ordinary resolution:

- 39.1 increase its share capital by such sum to be divided into shares of such amount as the resolution prescribes;
- 39.2 consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- 39.3 sub-divide its shares, or any of them, into shares of a smaller amount and may by such resolution determine that, as between the shares resulting from such subdivision, any of them may have any preference or other advantage or be subject to any restriction as compared with the others; and
- 39.4 cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

40. FRACTIONS

Subject to any direction by the Company in general meeting, whenever, as the result of any consolidation and division or sub-division of shares, any members of the Company would become entitled to fractions of shares, the board may:

- 40.1 deal with such fractions as it shall determine and in particular may arrange for the sale of the shares representing the fractions to any person (including, subject to the provisions of the Acts, the Company) for the best price reasonably obtainable and distribute the net proceeds of the sale in due proportions amongst those members (except that any amount otherwise due to a member, being less than £2.50 or such other sum as the board may from time to time determine, may be retained for the benefit of the Company). For this purpose, the board may authorise some person to execute a transfer of the shares sold to the purchaser of them or to any other person nominated by the purchaser and may cause the name of the purchaser or his nominee to be entered in the register as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor will the title of the transferee to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale; or
- 40.2 if the necessary unissued shares are available and subject to the provisions of the Acts, issue to each such holder credited as fully paid up by way of capitalisation the minimum number of shares required to round up his holding to a whole number (such issue being deemed to have been effected immediately before consolidation) and the amount required to pay up such shares shall be appropriated at its discretion from any sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or to the credit of profit and loss account and capitalised by applying the same in paying up such shares.

41. REDUCTION OF CAPITAL

Subject to the provisions of the Acts, the Company may by special resolution reduce its authorised and issued share capital, any capital redemption reserve and any share premium account in any way.

42. PURCHASE OF OWN SHARES

42.1 Subject to the provisions of the Acts, the Company may purchase all or any of its shares of any class (including any redeemable shares) in any way including for cancellation or to be held as treasury shares provided that if, at the relevant date proposed for approval of the proposed purchase, there shall be in issue any shares of a class entitling the holders to convert into shares of any other class in the capital of the Company, then no such purchase shall take place unless it has been sanctioned by an extraordinary resolution passed at a separate meeting (or meetings if there is more than one class) of the holders of any such class of convertible shares.

42.2 The Company may not exercise any right in respect of treasury shares held by it, including any right to attend and vote at meetings, to participate in any offer by the Company to shareholders or to receive any distribution (including in a winding up), but without prejudice to its right to sell the treasury shares, to receive an allotment of shares as fully paid bonus shares in respect of the treasury shares or to receive any amount payable on redemption of any redeemable treasury shares.

GENERAL MEETINGS

43 GENERAL MEETINGS

The Company shall hold annual general meetings, which shall be convened by the board, in accordance with the Acts. All general meetings of the Company other than annual general meetings shall be called extraordinary general meetings.

44 CONVENING OF EXTRAORDINARY GENERAL MEETINGS

The board may convene an extraordinary general meeting of the Company whenever it thinks fit and must do so immediately on receipt of a requisition from members in accordance with the Acts, and, in default, such meeting may be convened by requisitionists, as provided in the Acts. At any meeting convened on any such requisition or by such requisitionists, no business shall be transacted except that stated by the requisition or proposed by the board.

45 LENGTH AND FORM OF NOTICE

- 45.1 An annual general meeting shall be called by not less than 21 clear days' notice. An extraordinary general meeting shall be called by not less than 14 clear days' notice.
- 45.2 Subject to the provisions of the Acts, a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and

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

45.3 The notice shall specify:

- (a) whether the meeting is an annual general meeting or an extraordinary general meeting;
- (b) the place, the day and the time of the meeting;
- (c) in the case of special business as defined in article 47 the general nature of business to be conducted;
- (d) if the meeting is convened to consider a special resolution, the intention to propose the resolution as such; and
- (e) with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member.

45.4 Notice of every general meeting shall be given to the members (other than any who, under the provisions of these articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the directors and to the auditors.

46. OMISSION TO SEND NOTICE

The accidental omission to send notice of a meeting or (in cases where it is sent out with the notice) an instrument of proxy to, or the non-receipt of either by, any person entitled to receive the same shall not invalidate the proceedings at that meeting.

47. SPECIAL BUSINESS

All business transacted at a general meeting shall be deemed special except the following transactions at an annual general meeting:

- 47.1 the receipt and consideration of the profit and loss account, the balance sheet and reports of the directors and of the auditors, and the documents required by law to be annexed to the balance sheet;
- 47.2 the election of directors and other officers in place of those retiring by rotation or otherwise ceasing to hold office;
- 47.3 the declaration of dividends;
- 47.4 the appointment of the auditors (when special notice of the resolution for such appointment is not required by the Acts) and the fixing, or determination of the manner of the fixing, of their remuneration; and

47.5 the renewal of the authorities of the Company in general meeting required by the Acts in relation to the allotment of shares.

PROCEEDINGS AT GENERAL MEETINGS

48. QUORUM

- 48.1 No business shall be transacted at any general meeting unless a quorum is present. The absence of a quorum shall not preclude the appointment of a chairman of the meeting in accordance with the provisions of these articles, which shall not be treated as part of the business of the meeting.
- 48.2 The quorum for a general meeting shall, for all purposes, be two members present in person or by proxy and entitled to vote. If only two persons are present, and each is a proxy of a member and both are proxies of the same member or each is a corporate representative and both represent the same corporation (without himself being a member or a proxy of another member or a representative of a different corporation) then a quorum will not be present.

49. PROCEDURE IF QUORUM NOT PRESENT

- 49.1 If a quorum is not present within five minutes (or such longer interval as the chairman in his absolute discretion thinks fit) from the time appointed for the commencement of the meeting, or if, during a meeting, a quorum ceases to be present, the meeting, if convened by or on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to such time (being not less than 14 days nor more than 28 days later) and place as the chairman (or, in default, the board) shall appoint.
- 49.2 At any such adjourned meeting the quorum shall be two members present in person or by proxy and entitled to vote and, if a quorum is not present within five minutes (or such longer interval as the chairman in his absolute discretion thinks fit) from the time appointed for the commencement of the meeting, or if, during the meeting, a quorum ceases to be present, the adjourned meeting shall be dissolved.
- 49.3 The Company shall give not less than seven clear days' notice of any meeting adjourned for the want of a quorum and the notice shall state the quorum requirement.

50. CHAIRMAN

The chairman (if any) of the board or, in his absence, the deputy chairman (if any) shall preside as chairman at every general meeting of the Company. If there is no such chairman or deputy chairman, or if at any meeting neither is present within five minutes after the time appointed for holding the meeting, or neither is willing to act as such, the directors present shall select one of their number to be chairman, and if only one director is present and willing to act he shall be chairman. In default, the members present in person and entitled to vote shall choose one of their number to be chairman.

51. DIRECTOR'S RIGHT TO ATTEND AND SPEAK

A director shall be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares or debentures in the capital of the Company even though he is not a member.

52. POWER TO ADJOURN

52.1 The chairman may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn any meeting from time to time and from place to place or for an indefinite period.

52.2 Without prejudice to any other power which he may have under these articles or at common law, the chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting, to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

53. NOTICE OF ADJOURNED MEETING

Without prejudice to the provisions of these articles, whenever a meeting is adjourned for 28 days or more or for an indefinite period, at least 7 clear days' notice specifying the place, the day and the time of the adjourned meeting and the general nature of the business to be transacted shall be given to the members (other than those who, under the provisions of these articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), the directors and the auditors. In all other cases, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at the adjourned meeting.

54. BUSINESS AT ADJOURNED MEETING

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

55. ACCOMMODATION OF MEMBERS AT MEETING

If it appears to the chairman of a meeting that the Meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the Meeting shall nevertheless be duly constituted and its proceedings valid provided that the chairman is satisfied that adequate facilities are available to ensure that any member who is unable to be accommodated is nonetheless able to participate in the business for which the Meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loudspeakers, audiovisual communications equipment or otherwise), whether in the Meeting place or elsewhere, and to be heard and seen by all other persons so present in the same manner.

VOTING

56. METHOD OF VOTING

- 56.1 At any general meeting, a resolution put to the vote of the meeting shall be decided by a show of hands unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A demand for a poll may be withdrawn if the poll has not yet been taken and if the Chairman of the meeting consents to the withdrawal.
- 56.2 Subject to the provisions of the Acts, a poll may be demanded on any question by:
- (a) the chairman of the meeting;
 - (b) not less than five members present in person or by proxy and entitled to vote;
 - (c) a member or members present in person or by proxy representing in the aggregate not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - (d) a member or members present in person or by proxy holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right. A demand by a proxy for a member shall be deemed to be a demand by that member.
- 56.3 Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman that the resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

57. PROCEDURE ON A POLL

- 57.1 If a poll is properly demanded, it shall be taken in such manner as the chairman of the meeting directs. He may appoint scrutineers, who need not also be members, and may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 57.2 Any poll demanded on the election of a chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment. A poll demanded on any other question shall be taken at such time and place as the chairman directs, either at once or after an interval or adjournment (but not more than 30 clear days after the date of the demand).
- 57.3 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In

any other case, at least seven days' clear notice shall be given specifying the time and place at which the poll is to be taken.

- 57.4 The demand for a poll may be withdrawn, but only with the consent of the chairman, and a demand so withdrawn shall validate the result of a show of hands declared before the demand was made and, 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.
- 57.5 The demand for a poll (other than on the election of the Chairman of the meeting or on any question of adjournment) 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.
- 57.6 On a poll, votes may be given in person or by proxy and a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

58. VOTES OF MEMBERS

58.1

Subject to Article 42.2 and to any other terms as to voting upon which any shares may have been issued or may for the time being be held, or any suspension or abrogation of voting rights pursuant to these articles, at a general meeting of the Company every member present in person or by proxy shall, on a show of hands, have one vote and every member present in person or by proxy shall, on a poll, have one vote for every share of which he is the holder.

- 58.2 In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holder and seniority shall be determined by the order in which the names of the holders stand in the register.
- 58.3 A member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) that he is or may be suffering from mental disorder or is otherwise incapable of running his affairs may vote, whether on a show of hands or on a poll, by his guardian, receiver, curator bonis or other person authorised for that purpose and appointed by the court, and any such receiver, curator bonis or other Person may, on a poll, vote by proxy, provided that evidence (to the satisfaction of the board) of the authority of the person claiming to exercise the right to vote is deposited at the office (or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy) within the time limits prescribed by the articles for the deposit of instruments of proxy for use at the meeting, adjourned meeting or poll at which the right to vote is to be exercised.

59. CASTING VOTE

In the case of an equality of votes, the Chairman shall, both on a show of hands and on a poll, have a casting vote in addition to any vote to which he may be entitled as a member.

Unless the board otherwise determines, no member shall be entitled (in respect of any share held by him) to be present or to vote, either in person or by proxy, at any general meeting or at any separate meeting of the holders of any class of shares or on any poll, or to exercise any other rights conferred by membership in relation to any such meeting or poll if any calls or other monies due and payable in respect of such share remain unpaid. Such restrictions shall cease to apply on payment of the amount outstanding and all costs, charges and expenses incurred by the Company by reason of such non-payment.

61. VOTING BY PROXY

- 61.1 An instrument appointing a proxy shall be in writing in the usual form, or in such other form as may be approved by the board, executed by the appointor or his duly constituted attorney or, if the appointor is a corporation, under its seal or under the hand of its duly authorised officer or attorney or other person authorised to sign.
- 61.2 An instrument of proxy shall be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given, as the proxy thinks fit.
- 61.3 A proxy need not be a member of the Company.
- 61.4 A member may appoint more than one proxy to attend on the same occasion. When two or more valid but different instruments of proxy are delivered in respect of the same share for use at the same meeting, the one which is last validly delivered (regardless of its date or the date of its execution) shall be treated as replacing and revoking the others) as regards that share. If the Company is unable to determine which was last delivered, none of them shall be treated as valid in respect of that share.
- 61.5 Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment of it or on any poll.
- 61.6 An instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting(s) to which it relates. No instrument of proxy shall be valid after the expiry of 12 months from the date of its execution.
- 61.7 Subject to the provisions of the Acts, the Company may send out proxy forms to all or none of the persons entitled to receive notice of and to vote at any meeting, but, if sent shall provide for two-way voting (without prejudice to any right to abstain) on all resolutions set out in the notice of meeting.

62. DEPOSIT OF PROXY

An instrument appointing a proxy and (if required by the board) any power of attorney or other authority under which it is executed or a copy of it notarially certified or certified in some other way approved by the board shall be:

- 62.1 deposited at the office, or at such other place within the United Kingdom as may be specified in the notice convening the meeting or in any instrument of proxy or other accompanying document sent by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting or the taking of a poll at which the person named in such instrument proposes to vote;
- 62.2 in the case of a meeting adjourned for less than 28 days but more than 48 hours after it is demanded, deposited as stated above not less than 48 hours before the time appointed for the holding of the adjourned meeting;
- 62.3 in the case of a poll taken more than 48 hours after it is demanded, deposited as stated above not less than 24 hours before the time appointed for the taking of the poll; or
- 62.4 in the case of a meeting adjourned for less than 48 hours, or in the case of a poll not taken immediately but taken not more than 48 hours after it was demanded, delivered at the adjourned meeting or at the meeting at which the poll was demanded to the chairman or to the secretary or to any director; and any instrument of proxy which is not so deposited or delivered shall be invalid.

63. WHEN VOTES BY PROXY VALID THOUGH AUTHORITY REVOKED

A vote given or poll demanded by a proxy or a duly authorised representative of a corporation shall be valid even though the authority of the person voting or demanding a poll has previously terminated unless notice of the termination was received by the Company at the office (or such other place as is specified for depositing the instrument of proxy) at least one hour before the time for holding the meeting or adjourned meeting at which such vote is given or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) at least one hour before the time appointed for the taking of the poll at which the vote is cast.

64. CORPORATE REPRESENTATIVE

A member of the Company which is a corporation may, by resolution of its directors or other governing body, authorise such person or persons as it thinks fit to act as its representative(s) at any meeting of the Company or at any separate meeting of the holders of any class of shares. The person or persons so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holding to which the authorisation relates) as that corporation could exercise if it were an individual member and the corporation shall, for the purposes of these articles, be deemed to be present in person at any such meeting if a person or persons so authorised is or are present at it, and all references to attendance and voting in person shall

be construed accordingly. A director, the secretary or some person authorized for the purpose by the secretary may require the representative(s) to produce a certified copy of the resolution so authorising him or them before permitting him or them to exercise his or their powers.

65. OBJECTION TO OR ERROR IN VOTING

No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote, except at the meeting or adjourned meeting at which the vote objected to is tendered or at which the error occurs. Any objection made in due time shall be referred to the chairman of the meeting and shall only vitiate the result of the voting if, in the opinion of the chairman, it is of sufficient magnitude to affect the decision of the meeting. The decision of the chairman shall be final and conclusive.

66. AMENDMENTS TO RESOLUTIONS

If any amendment proposed to any resolution under consideration is ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

CLASS MEETINGS

67. PROCEDURE

Any separate meeting for the holders of any class of shares shall be convened and conducted in all respects as nearly as possible in the same way as an extraordinary general meeting of the Company, provided that:

- 67.1 no member, other than a director, shall be entitled to notice of it or to attend unless he is a holder of shares of that class;
- 67.2 the quorum at any such meeting other than an adjourned meeting shall be two persons present in person holding or representing by proxy at least one-third in nominal value of the issued shares of the class;
- 67.3 the quorum at any adjourned meeting shall be two persons holding shares of the class in question who are present in person or by proxy; and
- 67.4 a poll may be demanded in writing by any member present in person or by proxy and entitled to vote at the meeting, and, on a poll, each member shall have one vote for every share of the class in question of which he is the holder.

NUMBER OF DIRECTORS

68. NUMBER

Unless and until otherwise determined by the Company by ordinary resolution, the number of directors (other than alternate directors) shall not be more than nine but shall not be less than two.

ALTERNATE DIRECTORS

69. APPOINTMENT

- 69.1 Any director (other than an alternate director) may, by notice delivered to the secretary at the office, or in any other manner approved by the board, appoint any other director or any other person who is approved by the board and is willing to act to be his alternate, but no appointment of an alternate director who is not already a director shall be effective until his consent to act as a director in the form prescribed by the Acts has been received at the office.
- 69.2 An alternate director shall not be required to hold any shares in the Company.

70. REVOCATION OF APPOINTMENT

A director may, at any time by notice delivered to the secretary at the office, revoke the appointment of his alternate director and, subject to the provisions of the preceding article, appoint another person in his place. If a director ceases to hold the office of director or, if he dies, the appointment of his alternate director shall then also cease. If any director retires but is re-elected at the meeting at which such retirement takes effect, any valid appointment of an alternate director which was in force immediately before his retirement shall continue to operate after his re-election as if he had not so retired. The appointment of an alternate director shall cease on the happening of any event which, if he was a director otherwise appointed, would cause him to vacate office.

71. PARTICIPATION IN BOARD MEETINGS

Every alternate director shall (subject to him giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notice of all meetings of the board and all committees of the board of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor. A director acting as alternate director shall have a separate vote at board meetings for each director for whom he acts as alternate director, but he shall count as only one for the purpose of determining whether a quorum is present.

72. RESPONSIBILITY

Every person acting as an alternate shall be an officer of the Company, shall alone be responsible for his own acts and defaults, and shall not be deemed to be the agent of the director appointing him.

73. REMUNERATION AND EXPENSES

An alternate director shall not be entitled as against the Company to any fees for his services as an alternate, but an alternate director shall be paid by the Company such expenses as might properly have been repaid to him if he had been a director.

POWERS OF THE BOARD

74. POWERS OF THE BOARD

Subject to the provisions of the Acts, the memorandum of association of the Company and these articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the board which may exercise all the powers of the Company whether relating to the management of the business or not. No alteration of the memorandum of association or of these articles and no special resolution of the Company shall invalidate any prior act of the board which would have been valid if such alteration had not been made or such special resolution had not been passed. The provisions contained elsewhere in these articles as to any specific power of the board shall not be deemed to limit the general powers given by this article.

75. POWERS OF DIRECTORS IF LESS THAN MINIMUM REQUIRED NUMBER

If the number of the directors is less than the minimum for the time being prescribed by these articles, the remaining director or directors shall only act for the purpose of appointing an additional director or directors to make up such minimum or to convene a general meeting of the Company for the purpose of making such appointment. If no director or directors are able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors. Any additional director so appointed shall (subject to the provisions of these articles) hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting.

76. EXERCISE OF VOTING RIGHTS

The board may exercise or cause to be exercised the voting rights conferred by the shares in any other company held or owned by the Company, or any power of appointment to be exercised by the Company, in such manner in all respects as it thinks fit (including the exercise of the voting rights or power of appointment in favour of the appointment of any director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).

77. PROVISION FOR EMPLOYEES

The board may exercise any power conferred on the Company by the Acts to make provision for the benefit of any person employed or formerly employed by the Company or any of its subsidiaries (or any member of his family, including a spouse or former spouse or any person who is or was dependent on him) in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

78. OVERSEAS REGISTER

Subject to the provisions of the Acts, the board may exercise the powers conferred on the Company with regard to the keeping of an overseas or local or

other register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.

79. **BORROWING POWERS**

79.1 Subject to the provisions of the articles, the board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present or future) and uncalled capital of the Company and, subject to the provisions of the Acts, to issue debentures and other securities, either outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

79.2 The board shall restrict the borrowings of the Company and shall exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings so as to procure (as regards such subsidiary undertakings, insofar as it can procure by such exercise) that the aggregate principal amount outstanding in respect of borrowings by the group (exclusive of borrowings by one group company from another shall not at any time, without an ordinary resolution of the Company and an extraordinary resolution passed at a separate meeting of the holders of the Convertible Preference Shares exceed a sum equal to one and a half times the adjusted total of capital and reserves.

79.3 In this article the following expressions shall have the following meanings:

(a) "**adjusted total of capital and reserves**" means a sum equal to the aggregate of:

- (i) the amount paid up or credited as paid up on the issued share capital of the Company; and
- (ii) the amounts standing to the credit of the reserves of all group undertakings, whether distributable or undistributable and including any share premium account, capital redemption reserve, revaluation reserve and unappropriated balance of grants (including investment grants) after adding to or deducting from that sum any balance standing to the credit or debit of the profit and loss account;

all as shown in the latest balance sheet but after:

- (iii) making such adjustments as may be appropriate in respect of:
 - a) any variation in the amount of the paid up share capital, the share premium account or the capital redemption reserve of the Company since the date of the latest balance sheet and so that for this purpose, if any proposed allotment of shares by the Company for cash has been underwritten, then such shares shall be deemed to have been allotted and the amount (including the premium) of the subscription monies

payable in respect of them (not being monies payable later than six months after the date of allotment) shall be deemed to have been paid up to the extent so underwritten on the date when the issue of such shares was underwritten (or, in the event that such underwriting was conditional, the date on which it became unconditional); and

- b) any undertaking which was not a group undertaking at the date of the latest balance sheet but which would be a group undertaking if group accounts were prepared as at the relevant time (as if such time were the end of the Company's financial year), or any undertaking which was a group undertaking but which would no longer be so if group accounts were to be so prepared at the relevant time;
- (iv) excluding (so far as not already excluded):
- a) amounts attributable to minority interests in group companies; and
 - b) any sum set aside for taxation (other than deferred taxation);
- (v) deducting:
- a) sums equivalent to the book values of goodwill and other intangible assets shown in the latest balance sheet (as adjusted pursuant to the foregoing provisions of this paragraph) provided that there should be added back the amount of goodwill that would have remained on such balance sheet if all goodwill had been carried on the balance sheet as an asset and amortised on a straight line basis over 20 years (or such longer period, as determined by the Company, as may be in accordance with generally accepted accounting practice in the United Kingdom, such amount to be certified by the Company's auditors); and
 - (1) the amount of any distribution out of profits accrued up to and including the date of the latest balance sheet declared, recommended or made by any group undertaking to a person other than a group undertaking (and not provided for in the latest balance sheet); and
- (vi) making such other adjustments (if any) as the auditors may consider appropriate or necessary;

- (b) **"borrowings"** shall be deemed to include the following except insofar as otherwise taken into account:
- (i) the nominal amount of any issued share capital of any person other than a member of the group and the principal amount of any monies borrowed from any such person, the beneficial interest in which or right to repayment of which is not for the time being owned by a group company, but the payment or repayment of which is the subject of a guarantee or indemnity by a group company or is secured on the assets of any group company;
 - (ii) the outstanding amount raised by acceptances under any acceptance credit opened on behalf of and in favour of any group company by any bank or accepting house not being acceptances of, or acceptance credits in relation to, trade bills for purchases of goods or services in the ordinary course of business and outstanding for six months or less;
 - (iii) the principal amount of any loan capital (whether secured or unsecured) of any group company owned otherwise than by any group company;
 - (iv) the nominal amount of any share capital (not being equity share capital) of any subsidiary not owned beneficially by any group company;
 - (v) any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing (but so that any premium payable on final repayment of an amount not to be taken into account as monies borrowed shall not be taken into account); and
 - (vi) amounts raised under any transaction (including, without limitation, forward sale or purchase agreements) having the commercial effect of borrowings entered into to enable the finance of operations or capital requirements but shall be deemed not to include:
 - a) borrowings made for the purpose of repaying the whole or any part of borrowings falling to be taken into account for the purposes of this article 79 within six months of being first borrowed, pending their application for such purpose within such period;
 - b) borrowings for the purpose of financing any contract in respect of which any part of the price receivable under such contract is guaranteed or insured by the Export Credits Guarantee Department or by any other institution fulfilling a similar function, to the amount not

exceeding that part of the price receivable under the contract which is so guaranteed or insured;

- c) such proportion of the borrowings of any non-wholly owned subsidiary as that part of its issued and paid up equity share capital which is not beneficially owned, directly or indirectly, by a group company bears to the whole of its issued and paid up equity share capital (but an equivalent proportion of monies borrowed from one such non-wholly-owned subsidiary by any other group company which would otherwise fall to be excluded shall nevertheless be included);
 - d) an amount equal to the borrowings of any company outstanding immediately after it becomes a group company;
 - e) the amount of any monies borrowed which are for the time being deposited with any governmental authority in any part of the world in connection with import deposits or any similar governmental scheme to the extent that the group company making such deposit retains its interest in such deposit;
 - f) any sum advanced or paid to any group company (or its agents or nominees) by customers of any group company as unexpended customer receipts or progress payments pursuant to any contract between such customer and a group company; and
 - g) sums which fall to be treated as monies borrowed by any group company by reason only of any current statement of standard accounting practice or other accounting principle or practice;
- (c) "**cash deposited**" means an amount equal to the aggregate for the time being outstanding of all cash deposits or balances on each current account of the group with any bank (not being a group company), the realizable value of certificates of deposit and securities of governments and companies or other readily realisable deposits owned by any group company which is not a wholly-owned subsidiary, (but only that portion which is equal to the proportion of that company's issued and paid up equity share capital which is owned, directly or indirectly, by a group company shall be taken into account);
- (d) "**group**" means the Company and its subsidiaries from time to time;
- (e) "**group company**" means any company in the group,

- (f) "**group undertaking**" means the Company or any other undertaking included in consolidated group accounts of the Company in which the latest balance sheet is comprised;
- (g) "**latest balance sheet**" means the consolidated balance sheet dealing with the state of affairs of the Company and its subsidiary undertakings comprised in the latest group accounts prepared and approved by the board and on which the auditors have made their report pursuant to the Acts.

79.4 When the aggregate amount of monies borrowed required to be taken into account for the purposes of this article 79 on any particular day is being ascertained, any of such monies denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:

- (a) at the rate of exchange used for the conversion of that currency in the latest
- (b) balance sheet;
- (c) if no rate was so used, at the rate of exchange prevailing at the close of business in London on the date of that balance sheet; or
- (d) where the repayment of such monies is expressly covered by a forward purchase contract, currency option, back-to-back loan, swap or other arrangement taken out or entered into to reduce the risk associated with fluctuations in exchange rates, at the rate of exchange specified in that document; but, if the amount in sterling resulting from conversion at that rate would be greater than that resulting from conversion at the middle market rate prevailing in London at the close of business on the business day immediately preceding the day on which the calculation falls to be made, the latter rate shall apply instead.

79.5 A report or certificate by the auditors as to the amount of the adjusted total of capital and reserves and as to the aggregate amount of monies borrowed for the purposes of this article shall be conclusive and binding on all concerned. Nevertheless, the board may, at any time, act in reliance on a bona fide estimate of the amount of the adjusted total of capital and reserves, and if, in consequence, the limit on borrowings set out in this article 79 is inadvertently exceeded, an amount borrowed equal to the excess may be disregarded until the expiration of 90 days after the date on which, by reason of a determination of the auditors or otherwise, the board became aware that such a situation has or may have arisen.

79.6 No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this article 79 is observed. No debt incurred or security given in respect of monies borrowed in excess of the limit imposed by this article 79 shall be invalid or ineffectual except in the case, of express notice to the lender or recipient of the security at the time when the debt was incurred or security given that the limit had been or would be exceeded.

80. REGISTER OF CHARGES

The board shall keep a register of charges in accordance with the Acts and the fee to be paid by any person other than a creditor or member of the Company for each inspection of the register of charges to be kept under the Acts shall be the maximum sum prescribed by the Acts or, failing that, determined by the board.

DELEGATION OF DIRECTORS' POWERS

81. POWERS OF DELEGATION

81.1 Subject to the articles, the directors may delegate any of their powers and responsibilities:

- (a) to such persons;
- (b) by such means;
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such conditions or subject to such restrictions, as they think fit.

81.2 Unless the directors specify otherwise, and such delegation authorises further delegation of the directors' powers and responsibilities by any person to whom they are delegated, whether expressly or by virtue of this paragraph.

81.3 The directors must not delegate to any person who is not a director any decision connected with:

- (a) how the directors (or a committee of directors) take decisions;
- (b) a director's appointment or the termination of a director's appointment; or
- (c) the payment or declaration of a dividend.

81.4 The directors may at any time withdraw or revoke any delegation in whole or part, or alter its terms.

82. DELEGATION TO COMMITTEES

82.1 If the directors:

- (a) delegate powers or responsibilities to two or more persons, at least one of whom is a director; and
- (b) indicate that they should act together in respect of those powers or responsibilities, those persons are a "committee" for the purposes of the articles.

82.2 The provisions of the articles about how the directors take decisions shall apply, as far as possible, to the taking of decisions by committees, but the directors may make rules of procedure which are binding on a committee.

83. LOCAL AND DIVISIONAL MANAGEMENT

The board may establish any local or divisional boards or agencies for managing any of the affairs of the Company in any locality in relation to any business, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local or divisional board, or any managers or agents, and may fix their remuneration. The board may delegate to any local or divisional board, manager or agent so appointed any of its powers, authorities and discretion (with power to subdelegate) and may authorise the members for the time being of any such local or divisional board, or any of them, to fill up any vacancies and to act even though there are vacancies; and any such appointment or delegation may be made for such time, on such terms and subject to such conditions as the board may think fit. The board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the board in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers and, subject to any terms and conditions expressly implied by the board, the proceedings of any local or divisional board or agency with two or more members shall be governed by such of these articles as regulate the proceedings of the board, so far as they are capable of applying.

84. POWER OF ATTORNEY

The board may, by power of attorney or otherwise, appoint any person or persons to be the agent of the Company and may delegate to any such person or persons any of its powers, authorities and discretions (with power to sub-delegate), in each case for such purposes and for such time, on such terms (including as to remuneration) and subject to such conditions as it thinks fit. The board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the board in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers.

85. ASSOCIATE DIRECTORS

The board may appoint any person (not being a director) to any office or employment having a designation or title including the word "director", or attach to any existing office or employment with the Company such designation or title, and may terminate any such appointment or the use of such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that such person is, or is deemed to be, or is empowered in any respect to act as, a director of the Company for any of the purposes of the Acts or these articles.

APPOINTMENT AND RETIREMENT OF DIRECTORS

86. POWER OF THE COMPANY TO APPOINT DIRECTORS

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

87. POWER OF THE BOARD TO APPOINT DIRECTORS

Without prejudice to the power of the Company to appoint any person to be a director pursuant to these articles, the board may at any time appoint any person who is willing to act as a director either to fill a vacancy or as an addition to the existing board, but so that the total number of directors shall not exceed any maximum number fixed in accordance with these articles. Any director so appointed shall hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting and he shall not retire by rotation at such meeting or be taken into account in determining the number of directors who are to retire by rotation at such meeting.

88. APPOINTMENT OF EXECUTIVE DIRECTORS

Subject to the provisions of the Acts, the board may from time to time appoint one or more of its body to hold any employment or executive office (including that of managing director) for such period (subject to the provisions of the Acts) and on such terms as the board may determine, and may revoke or terminate any such appointment without prejudice to any claim for damages for breach of contract between the director and the Company.

89. ELIGIBILITY OF NEW DIRECTORS

89.1 No person, other than a director retiring (by rotation or otherwise), shall be eligible for appointment or reappointment as a director at any general meeting unless:

- (a) he is recommended by the board; or
- (b) not less than 7 nor more than 42 days before the date appointed for the meeting, notice by a member (other than the person to be proposed) entitled to attend and vote at the meeting of the intention to propose that person for appointment or reappointment, stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors, together with notice given by that person of his willingness to be, appointed or reappointed, is lodged at the office.

89.2 A director shall not be required to hold any shares in the Company.

89.3 No director aged under 16 or over 65 shall be appointed or reappointed to the board.

90. VOTING ON RESOLUTION FOR APPOINTMENT

A resolution for the appointment of two or more persons as directors by a single resolution shall be void unless an ordinary resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it.

91. RETIREMENT BY ROTATION

At each annual general meeting of the Company, one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to but not exceeding one-third shall retire from office but so that, if there are fewer than three directors who are subject to retirement by rotation, one shall retire from office.

92. DIRECTORS SUBJECT TO RETIREMENT

Subject to the provisions of the Acts and of these articles, the directors to retire by rotation at each annual general meeting shall include, so far as necessary to obtain the number required, first, any director who wishes to retire and not offer himself for re-election, and secondly, those directors who have been longest in office since their last appointment or reappointment. As between two or more who have been in office an equal length of time, the director to retire shall, in default of agreement between them, be determined by lot. The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board at the start of business on the date of the notice convening the annual general meeting, even though the number or identity of the directors after that time but before the close of the meeting may change.

93. POSITION OF RETIRING DIRECTOR

A director who retires at an annual general meeting (whether by rotation or otherwise) may, if willing to act, be reappointed. If he is not reappointed or deemed to have been reappointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

94. DEEMED REAPPOINTMENT

At any general meeting at which a director retires by rotation, the Company may fill the vacancy and, if it does not do so, the retiring director shall, if willing, be deemed to have been reappointed unless it is expressly resolved not to fill the vacancy or a resolution for the reappointment of the director is put to the meeting and lost.

REMOVAL AND DISQUALIFICATION OF DIRECTORS

95. REMOVAL BY ORDINARY RESOLUTION

In addition to any power of removal conferred by the Acts, the Company may by ordinary resolution remove any director before the expiration of his period of office (without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company) and may (subject to these articles) by ordinary resolution appoint another person who is willing to act to be a director in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other director is to retire, as if he had become a director on the day on which the person in whose place he is appointed was last appointed or reappointed a director

96. TERMINATION OF DIRECTOR'S APPOINTMENT

96.1 A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Acts, or is prohibited by law from being a director;
- (b) that person becomes subject to a receiving order or compounds with that person's creditors generally;
- (c) in the opinion of all the other directors, mental disorder makes that person incapable of discharging the duties of a director;
- (d) that person fails, without the directors' permission, to participate in directors' meetings for more than three months, and is not prevented from doing so by illness, accident, or some other cause which the directors consider sufficient;
- (e) a notification to the Company that that person is resigning or retiring from office as director takes effect in accordance with its terms (but if a contract with the company specified a longer notice period, that person's appointment shall not terminate until expiry of the contractual notice period);
- (f) the directors decide to accept that person's offer to resign from the office of director;
- (g) an ordinary resolution is passed removing that person from office;
- (h) a contract under which that person was appointed as a director of the Company or undertakes personally to perform services for the Company terminates, and the directors decide that that person should cease to be a director; or
- (i) the directors decide that that person should be removed from office after having given that person a reasonable opportunity to be heard at a directors' meeting called on at least fourteen days notice.

- 96.2 The termination of a person's appointment as a director under the articles:
- (a) terminates that person's membership of any committee and any other employment which that person may have with the Company;
 - (b) is without prejudice to any claim which that person may have for breach of contract.

REMUNERATION OF DIRECTORS

97. DIRECTORS FEES

Unless otherwise determined by the Company by ordinary resolution, the directors (other than alternate directors) shall be paid for their services as directors such aggregate fees (not exceeding £15,000 per annum or such larger amount as the Company may by ordinary resolution provide) as the board may decide, to be divided among the directors in such proportion and manner as they may determine or, in default of determination, equally. Any fee payable pursuant to this article shall

be distinct from any salary, remuneration or other amounts payable to a director pursuant to other provisions of these articles and shall accrue from day to day.

98. ADDITIONAL REMUNERATION

Any director who, at the request of the board, goes or resides abroad, makes any special journey or performs any special services on behalf of the Company or its business, may be paid such reasonable additional remuneration for so doing, whether by way of salary, percentage of profits or otherwise, and expenses, as the board may from time to time determine.

99. REMUNERATION OF EXECUTIVE DIRECTOR

The salary or remuneration of any director appointed to hold any employment or executive office in accordance with the provisions of these articles may be either a fixed sum of money, or may altogether or in part be governed by business done or profits made or otherwise determined by the board, and may be in addition to or in lieu of any fee payable to him for his services as director pursuant to these articles.

DIRECTORS' EXPENSES

100. EXPENSES

Each director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in the performance of his duties as director, including any expenses incurred in attending meetings of the board or of committees or general meetings or separate meetings of the holders of any class of shares or debentures of the Company.

DIRECTORS' INTERESTS

101. INTERESTS

101.1 A director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company must declare, in accordance with the Act, the nature and extent of his interest to the other directors.

101.2 A director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company must declare, in accordance with the Act, the nature and extent of his interest to the other directors unless the interest has been declared under article 101.1 above.

101.3 For the purposes of articles 101.1 and 101.2:-

- (a) the declaration of interest must be made at a meeting of the directors or by notice in writing to the directors in accordance with section 184 of the 2006 Act or by general notice in accordance with section 185 of the 2006 Act;
- (b) if the declaration proves to be or becomes inaccurate or incomplete, a further declaration must be made;
- (c) a declaration in respect of a proposed transaction or arrangement must be made before the company enters into the transaction or arrangement;
- (d) a declaration in respect of an existing transaction or arrangement must be made as soon as is reasonably practicable;
- (e) a declaration of an interest of which the director is not aware or where the director is not aware of the transaction or arrangement in question is not required; and
- (f) an interest of a person who is connected with a director shall be treated as an interest of the director.

101.4 A director need not declare an interest under articles 101.1 and 101.2:-

- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
- (b) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered:-
 - (i) by a meeting of the directors; or

- (ii) by a committee of the directors appointed for the purpose under the articles.

101.5 Subject to the provisions of the Act, and provided that he has disclosed to the board the nature and extent of any interest of his in accordance with articles 101.1 and 101.2, a director notwithstanding his office:-

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

101.6 Any director may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.

101.7 In the case of interests arising under article 101.1 or 101.2, save as otherwise provided in these articles, a director shall not vote at a meeting of the board or of a committee of the board on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material (otherwise than by virtue of his interest in shares, debentures or other securities of, or otherwise in or through, the Company) unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-

- (a) the resolution relates to the giving to him or a person connected with him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him or such a person at the request of or for the benefit of, the Company or any of its subsidiaries;
- (b) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which the director or a person connected with him has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (c) his interest arises by virtue of him or a person connected with him subscribing or agreeing to subscribe for any shares, debentures or other securities of the Company or any of its subsidiaries or by virtue of him or a person connected with him being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares,

debentures, or other securities by the Company or any of its subsidiaries for subscription, purchase or exchange;

- (d) the resolution relates in any way to any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in Part 22 of the Act) representing one per cent or more of any class of the equity share capital of such company or of the voting rights available to members of such company (excluding any shares in the company held as treasury shares and any voting rights attached thereto);
- (e) the resolution relates in any way to an arrangement in whole or in part for the benefit of the employees of the Company or any of its subsidiaries which does not award him as such any privilege or advantage not generally awarded to the employees to whom such arrangement relates;
- (f) the resolution relates in any way to the purchase or maintenance for the directors of insurance against any liability which by virtue of any rule of law would otherwise attach to all or any of them in respect of any negligence, default, breach of duty or breach of trust in relation to the Company or any of its subsidiaries.

101.8 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

101.9 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more directors to offices or employments with the Company or a body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

101.10 If a question arises at a meeting of the board or of a committee of the board as to the right of a director to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question may (unless the director concerned is the chairman of the meeting in which case he shall withdraw from the meeting and the board shall elect a vice chairman to consider the question in place of the chairman), before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned has not been fairly disclosed and provided that any such question shall, for the purposes of disclosure of the interest in the accounts of the Company, be finally and conclusively decided by a majority of the board (other than the director concerned).

102. DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

102.1 The directors may authorise, to the fullest extent permitted by law, any matter proposed to them which would otherwise result in a director infringing his duty under section 175 of the 2006 Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest.

102.2 Authorisation of a matter under article 102.1 is effective only if:-

- (a) the matter has been proposed to the directors by its being submitted in writing for consideration at a meeting of the directors or for the authorisation of the directors by resolution in writing and in accordance with the board's normal procedures or in such other manner as the board may approve;
- (b) any requirement as to quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director; and
- (c) the matter has been agreed to without the director in question and any other interested director voting or would have been agreed to if their votes had not been counted.

102.3 Any authorisation of a matter under article 102.1 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

102.4 The board may authorise a matter pursuant to article 102.1 on such terms and for such duration, or impose such limits or conditions on it, as it may decide and vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.

102.5 Any terms imposed by the board under article 102.4 may include (without limitation):-

- (a) whether the director may vote (or be counted in the quorum) at a meeting of the board or any committee or sub-committee of the board in relation to any resolution relating to the relevant matter;
- (b) whether the director is to be given any documents or other information in relation to the relevant matter; and
- (c) whether the director is to be excluded from discussions in relation to the relevant matter at a meeting of the board or any committee or sub-committee of the board or otherwise.

102.6 The director shall not be required to disclose any confidential information obtained in relation to the relevant matter (other than through his position as a director of the Company) to the Company or to use or apply it in performing his duties as a

director if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter.

102.7 A director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the 2006 Act if he acts in accordance with such terms, limits and conditions (if any) as the board may impose in respect of its authorisation of the director's conflict of interest or possible conflict of interest under article 102.1.

102.8 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under article 102.1 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

102.9 A reference in these articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

103. DIRECTORS' INTERESTS - GENERAL

103.1 For the purposes of articles 101 and 102:-

- (a) an interest of a person connected with a director shall be treated as an interest of the director; and
- (b) section 252 of the 2006 Act shall determine whether a person is connected with a director.

103.2 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these articles prohibiting a director from voting at a meeting of the board or of a committee of the board or ratify any contract, transaction or arrangement, or other proposal, not duly authorised by reason of a contravention of any provisions of these articles.

DIRECTORS' GRATUITIES AND BENEFITS

104. BENEFITS

104.1 The board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (by insurance or otherwise) for any person who is or has at any time been, a director of the Company or of any company which is a subsidiary company of or allied to or associated with the Company or of any such subsidiary or of any predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse or former spouse) or any person who is, or was, dependent on him. For such purpose, the board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The board may procure any of these matters to be done by the Company, either alone or in conjunction with any other person.

104.2 Any director or former director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this article 104 and shall not be obliged to account for it to the Company.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

105. BOARD MEETINGS

Subject to the provisions of these articles, the board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit.

106. NOTICE OF BOARD MEETINGS

Any director may, and the secretary at the request of a director shall, summon a board meeting at any time by notice (which need not be in writing) served on the members of the board (subject to the provisions of article 102). Notice of a board meeting shall be deemed to be duly given to a director if it is given to him personally or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A director may waive the requirement that notice be given to him of any board meeting, either prospectively or retrospectively. A director absent or intending to be absent from the United Kingdom may request the board in writing that notices of board meetings shall, during his absence, be sent to him at any address given by him to the Company for this purpose, but if no such request is made or, if oral notice only is given of a board meeting and there is no facsimile transmission number given with such address, it shall not be necessary to give notice of a board meeting to a director who is absent from the United Kingdom. Where such address is outside the United Kingdom, notice may be sent by facsimile transmission or otherwise, but the Company shall not be obliged to give the director a longer period of notice than he would have been entitled to had he been present in the United Kingdom.

107. QUORUM

The quorum necessary for the transaction of business may be determined by the board and, until otherwise determined, shall be two directors. A duly convened meeting of the board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretion for the time being vested in or exercisable by the board.

108. CHAIRMAN OF THE BOARD

The board may appoint one of its body as chairman to preside at every board meeting at which he is present and one or more deputy chairmen, and determine the period for which he is or they are to hold office (and may at any time remove him or them from office), but if no such chairman or deputy chairman is elected, or if at any meeting neither the chairman nor a deputy chairman is present within five minutes of the time appointed for holding the same, the directors present shall choose one of their number to be chairman of such meeting. In the event of two or more deputy chairmen being present, the senior of them shall act as chairman of the meeting, seniority being determined by length of office since their last appointment or reappointment. As between two or more who have held office an

equal length of time, the deputy chairman to act as chairman shall be decided by those directors and alternate directors (in the absence of their appointors) present. Any chairman or deputy chairman may also hold executive office in the company.

109. VOTING

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

110. PARTICIPATION BY TELEPHONE

Any director, directors or alternate may validly participate in a meeting of the board or a committee of the board through the medium of one or more conference telephones or similar form of communication equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Acts, all business transacted in such manner by the board or a committee of the board shall, for the purposes of these articles, be deemed to be validly and effectively transacted at a meeting of the board or a committee, even though fewer than two directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

111. DIRECTORS' WRITTEN RESOLUTION

111.1 A directors' written resolution is adopted when all the directors (or their alternates) sign a document setting out a decision;

111.2 A directors' written resolution is also adopted when:

- (a) fewer than all of the directors sign a document setting out a decision;
- (b) it is impracticable to have the document signed by those who have not signed it;
- (c) the document records the names of the directors who have not signed it and the reasons why they have not signed it.

111.3 The practicability of a director signing such a document shall be determined by reference to:

- (a) The urgency and importance of the decision to which it relates; and
- (b) the director's ability to receive and sign the document and send it to the Company by the time when it is necessary or expedient for the directors to take that decision.

111.4 References to a document in this article include copies of that document.

111.5 The directors are responsible for ensuring that the company keeps a written record of all directors' written resolutions for at least ten years from the date of their adoption.

112. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

112.1 Subject to the articles, the directors may make any rule which they think fit about how they take decisions.

112.2 The directors must ensure that any such rule is communicated to all persons who are directors while it remains in force.

113. PROCEEDINGS OF COMMITTEES

All committees of the board shall, in the exercise of the powers delegated to them and in the transaction of business, conform to any mode of proceedings and regulations which may be prescribed by the board, and, subject to that, shall be governed by such of these articles which regulate the proceedings of the board as are capable of applying.

114. VALIDITY OF PROCEEDINGS OF THE BOARD OR COMMITTEE

All acts done by a meeting of the board, or of a committee of the board, or by any person acting as a director, alternate director or member of a committee shall, even though it is afterwards discovered that there was some defect in the appointment of any person or persons acting as such, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a director, alternate or member of a committee and entitled to vote.

SECRETARY AND AUTHENTICATION OF DOCUMENTS

115. SECRETARY

115.1 Subject to the provisions of the Acts, the board shall appoint a secretary or joint secretaries and shall have power to appoint one or more persons to be an assistant or deputy secretary at such remuneration and upon such conditions as it thinks fit. The board may from time to time remove any person so appointed from office and appoint another or others in his place.

115.2 Any provision of the Acts or of 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 the place of, the secretary.

116. AUTHENTICATION OF DOCUMENTS

Any director or the secretary or any person appointed by the board for the purpose shall have power to authenticate any documents affecting the constitution

of the Company (including its memorandum and articles of association) and any resolutions passed by the Company or the board or a committee of the board and any books, records, documents and accounts relating to the business of the Company, and to certify copies of them or extracts from them as true copies or extracts.

MINUTES

117. BOARD MINUTES

The board shall cause minutes to be made, in books kept for the purpose, of:

- 117.1 all appointments of officers and committees made by the board and of any salary or remuneration;
- 117.2 the names of directors present at every meeting of the board, committees of the board, the Company or the holders of any class of shares or debentures of the Company; and
- 117.3 all orders, resolutions and proceedings of such meetings. 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 or the secretary, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.

SEALS

118. SAFE CUSTODY

The board shall provide for the safe custody of every seal.

119. APPLICATION OF SEALS

- 119.1 A seal shall be used only by the authority of a resolution of the board or of a committee of the board. The board may determine who shall sign any instrument to which a seal is affixed or which is intended to take effect as if executed under seal (or, in the case of share certificates, on which the seal is printed), either generally or in relation to a particular instrument or type of instrument. The board may also determine, either generally or in any particular case, that such signature may be dispensed with or affixed by some mechanical means. Unless otherwise determined by the board:
- (a) share certificates and, subject to the, provisions of any instrument constituting the same, certificates issued in respect of any debentures or other securities, need not be signed or, if signed, any signature may be applied by any mechanical or other means or may be printed on them; and
 - (b) every other instrument to which a seal is affixed shall be signed by one director and the secretary or by two directors.

119.2 Any instrument signed by:

- (a) one director and the secretary; or
- (b) two directors and expressed to be executed by the Company; or
- (c) a director in the presence of a witness who attests the signature and expressed to be executed by the Company

shall have the same effect as if executed under a seal.

119.3 Nothing in these articles shall require the Company to issue under the seal any certificate or other instrument, other than a share certificate, which is not by law required to be so issued.

120. OFFICIAL SEAL FOR USE ABROAD

The Company may exercise the powers conferred by the Acts with regard to having an official seal for use abroad, and such powers shall be vested in the board.

121. SECURITIES SEAL

Any seal which is to be used as a securities seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the securities seal shall not be required to be signed.

DIVIDENDS AND OTHER PAYMENTS

122. DECLARATION OF DIVIDENDS

Subject to the provisions of the Acts and of these articles, the Company may by ordinary resolution declare a dividend to be paid to the members according to their respective rights and interests in the profits of the Company, but no dividend shall exceed the amount recommended by the board.

123. INTERIM DIVIDENDS

Subject to the provisions of the Acts, the board may declare or pay such interim dividends (including any dividend payable at a fixed rate) as appear to it to be justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the board may pay interim dividends on shares which rank after shares conferring preferred rights with regard to dividend as well as on shares with preferred rights, unless at the time of payment any preferential dividend is in arrear and, provided the board acts in good faith, it shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of any interim dividend on any shares ranking after those with preferred rights.

124. ENTITLEMENT TO DIVIDENDS

Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a spare In advance of a call shall be treated for the purpose of this article as paid up on the spare. Subject as aforesaid, all dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

125. METHOD OF PAYMENT

125.1 The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by cheque, warrant or money order, and may send the same by post to the registered address of the person entitled to it and, in the case of joint holders (or of two or more persons being jointly entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law), to the registered address of that person whose name stands first in the register (or, in the case of persons entitled on death or bankruptcy, if their names are not entered in the register, to such of those persons whose surname stands alphabetically first), or to such person and address as the person or persons entitled may direct in writing. Every cheque, warrant or money order is sent at the risk of the person entitled to the money represented by it and shall be made payable to the order of the person or persons entitled, and the payment of the cheque warrant or money order shall be a good discharge to the Company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or by such other means and to or through such person as the holder or joint holders may direct in writing, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or when it has acted on any such directions. Any joint holder or other person jointly entitled to any share may give an effective receipt for all dividends and other monies paid in respect of such share. In respect of shares in uncertificated form, where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Company shall from time to time consider sufficient the Company may also pay such dividend, interest or other monies by means of the relevant system concerned (subject always to the facilities and requirements of that relevant system). Every such payment made by means of the relevant system shall be made in such manner as may be considered with the facilities and requirements of the relevant system concerned. Such payment may include the sending by the Company any or by any person on its behalf of an instruction to the operator of the relevant system to credit the cash memorandum account of the holder or joint holders or, if permitted by the Company, of such person as the holder or joint holders may direct. The making of payment in accordance with the facilities and requirements of the relevant system concerned shall be a good discharge for the Company.

125.2 Without prejudice to any other provision of these articles, the board may withhold payment of any dividend payable to any person entitled to a share by reason of the death or bankruptcy of the holder, until such person has provided such evidence of his right as the board may reasonably require.

126. DIVIDENDS NOT TO BEAR INTEREST

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

127. CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS

The board may deduct from any dividend or other monies payable to any person on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to shares of the Company.

128. UNCLAIMED DIVIDENDS ETC

All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the board for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve years after having been declared shall be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee in respect of it.

129. UNCASHED DIVIDENDS

If cheques, warrants or orders for dividends or other monies payable in respect of a share sent by the Company to the person entitled to it are returned to the Company or left uncashed on three consecutive occasions, or following one such occasion reasonable enquiries have failed to establish any new address of the registered holder, the Company shall not be obliged to send any dividends or other monies payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

130. PAYMENT OF DIVIDENDS IN SPECIE

Without prejudice to any other provision of these articles, the board may, with the authority of an ordinary resolution of the Company, direct that payment of any dividend declared may be satisfied wholly or in part by the distribution of specific assets and, in particular, of paid up shares or debentures of any other company. The board may settle any difficulty which arises in relation to the distribution, as it thinks fit and, in particular, may ignore fractions, and may fix the value for the distribution of such specific assets or any part of them, and may determine that cash payments may be made to any members on the basis of the value so fixed in order to secure equality of distribution, and may vest any such assets in trustees on trust for the persons entitled to the dividend as may seem expedient to the board.

131. PAYMENT OF SCRIP DIVIDENDS

131.1 Without prejudice to any other provision of these articles, the board may, with the prior authority of an ordinary resolution of the Company, offer holders of a particular class of shares the right to elect to receive further shares of that class,

credited as fully paid, instead of cash in respect of all or part of any dividend or dividends specified by the ordinary resolution, subject to such exclusions, restrictions or other arrangements as the board may, in its absolute discretion, deem necessary or desirable in relation to compliance with legal or practical problems under the laws of any territory, or the requirements of any recognised regulatory body or any stock exchange in any territory.

131.2 The following provisions shall apply where payment of a dividend is satisfied in accordance with article 131.1:

- (a) the ordinary resolution may specify a particular dividend or may relate to all or any dividends declared or paid within a specified period, but such period may not end later than the beginning of the annual general meeting next following the date of the meeting at which the ordinary resolution is passed;
- (b) the basis of allotment shall be determined by the board so that, as nearly as may be considered convenient without involving any rounding up of fractions, the value (calculated by reference to the average quotation) of the new ordinary shares (including any fractional entitlement) to be allotted instead of any amount of dividend (disregarding any associated tax credit) shall equal such amount. For such purpose, the "average quotation" of an ordinary share shall be the average of the middle market quotations for a fully paid ordinary share of the Company as derived from the Daily Official List of the London Stock Exchange on the business day on which the relevant dividend is declared and the four preceding business days, or shall be as determined by or in accordance with the ordinary resolution;
- (c) the board may make such provisions as it considers necessary or expedient in relation to any offer to be made pursuant to this article 131, including but not limited to the giving of notice to shareholders of the right of election offered to them, the provision of forms of election (whether in respect of a particular dividend or dividends generally), and the procedure for making and revoking such elections and the place at which, and the latest time by which, forms of election and any other relevant documents must be lodged in order to be effective, and provision by which, in whole or in part, fractional entitlements are disregarded or rounded up or down or the benefit of fractional entitlements accrues to the Company (rather than to the members concerned);
- (d) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be declared or payable on shares in respect of which an election has been duly made (the "elected shares") and instead additional shares of the relevant class shall be allotted to the holders of the elected shares on the basis of allotment calculated as stated in paragraph (b). For such purpose, the board may capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including any share premium account or capital redemption reserve) or any of the profits which could otherwise have been applied in

paying dividends in cash as the board may determine, a sum equal to the aggregate nominal amount of the additional shares to be allotted on that basis, and apply it in paying up in full the appropriate number of unissued shares for allotment and distribution to the holders of the elected shares on such basis. A board resolution capitalising any part of any reserve or profits as mentioned in this paragraph shall have the same effect as if such capitalisation had been declared by ordinary resolution of the Company in accordance with these articles and, in relation to any such capitalisation, the board may exercise all the powers conferred on it by these articles without need of such ordinary resolution;

- (e) the additional shares so allotted shall be allotted as at the record date for the dividend in respect of which the right of election has been offered, and shall rank *pari passu* in all respects with each other and with the fully paid shares of that class then in issue, except that they will not rank for any dividend or other distribution or other entitlement which has been declared, made or paid by reference to such record date.

CAPITALISATION OF PROFITS AND RESERVES

132. CAPITALISATION

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

- 132.1 resolve to capitalise any amount standing to the credit of the Company's reserves, share premium account or capital redemption reserve or to the credit of the profit and loss account not required for paying any preferential dividend (whether or not the same are available for distribution);
- 132.2 appropriate the sum resolved to be capitalised to the members in proportion to the nominal amount of shares (whether or not fully paid) held by them respectively, and apply such sum on their behalf in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid up, to the members, or as they may direct, in those proportions, or partly in one way and partly in the other provided that the share premium account, the capital redemption reserve and any profits which are not available for distribution may, for the purposes of this article only be applied in paying up unissued shares to be issued to members credited as fully paid;
- 132.3 where any difficulty arises with regard to any distribution of any capitalised reserve or other sum, settle the matter as it thinks expedient and, in particular, in the case of shares or debentures becoming distributable under this article 132 in fractions, make such provisions by ignoring fractions or by payment in cash or otherwise as it thinks fit;
- 132.4 authorise any person to enter into an agreement with the Company (on behalf of all the members concerned) providing for either the allotment to the members respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation or for the payment up by the Company on

behalf of such members (by applying their respective proportions of the profits resolved to be capitalised) of the amounts or any part of the amounts remaining unpaid on their existing shares (any agreement made under such authority being effective and binding on all such members); and

132.5 generally do all acts and things required to give effect to such resolution.

RECORD DATES

133. RECORD DATE

Regardless of any other provision of these articles but without prejudice to the rights attached to any shares, the Company or the board may fix any date as the record date for any dividend, distribution, allotment or issue, and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

ACCOUNTS

134. INSPECTION OF ACCOUNTS

134.1 The board shall cause accounting records to be kept in accordance with the Acts.

134.2 The accounting records of the Company shall be kept at the office or, subject to the provisions of the Acts, at such other place as the board thinks fit and shall always be available during business hours for inspection by the directors and other officers. No member (other than a director or other officer) shall have any right to inspect any accounting record or other document of the Company except as conferred by statute or authorised by the board.

135. COPY TO BE SENT TO MEMBERS

A printed copy of every profit and loss account and balance sheet of the Company and the directors and auditors' reports on the same (including all documents required by law to be annexed to the balance sheet) which is to be laid before the Company in general meeting (or such documents as may be required or permitted by law to be sent to members in lieu of such meeting) shall be sent by post or delivered to every member and every holder of debentures of the Company (whether or not such member or holder is entitled to receive notice of general meetings of the Company) and to the auditors at least 21 clear days before the date of the meeting. This article shall not require a copy of any documents to which it applies to be sent to any member or holder of debentures of whose address the Company is unaware or to more than one of the joint holders of any shares or debentures.

136. FINANCIAL STATEMENTS SUMMARY

Where permitted by the Acts, the requirements of article 135 shall be deemed to be satisfied as far as the members are concerned if instead of the copies referred to in article 135, a summary financial statement derived from the Company's annual accounts and the directors' report in the form, and containing the

information, prescribed by the Acts and any regulations made under them is sent to each member or holder of the debentures of the Company.

NOTICES

137. NOTICES TO BE IN WRITING

Any notice to be given to or by any person pursuant to these articles shall be in writing, except that a notice convening a meeting of the board or of a committee of the board need not be in writing.

138. SERVICE OF NOTICE ON MEMBERS

138.1 Any notice or other document may be served on or delivered to any member by the Company, either personally or by sending it through the post in a prepaid envelope addressed to the member at his registered address, or by leaving it at that address (or at any other address notified for the purpose) in an envelope addressed to the member.

138.2 In the case of joint holders of a share, all notices shall be given to whichever of such persons is named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders.

138.3 If a member (or, in the case of joint holder, the person first named in the register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which notices or other documents may be given to him, he shall be entitled to have notices given to him at that address, but otherwise no such member (or joint holders) shall be entitled to receive any notice or document from the Company.

139. NOTICE BY ADVERTISEMENT

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 sending notices through the post, the board may, in its absolute discretion and as an alternative to any other method of service permitted by these articles, resolve to convene a general meeting by a notice advertised in at least one leading United Kingdom national daily newspaper. In any such case the Company shall send confirmatory copies of the notice by post if, at least seven clear days before the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

140. EVIDENCE OF SERVICE

140.1 A notice or other document addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post, be deemed to have been served or delivered at the latest within 24 hours if prepaid as first class and within 48 hours if prepaid as second class after the same shall have been posted and, in proving such service, it shall be sufficient to prove that the envelope containing such notice or document was properly addressed, prepaid and posted.

140.2 Any notice or document not sent by post but left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day it was so left.

140.3 Where notice is given by way of newspaper advertisement such notice shall be deemed to have been duly served on all members or person(s) entitled to receive notice at noon on the day when the advertisement appears or, if given by way of two or more advertisements which appear on different days, at noon on the last of the days when the advertisement appears.

140.4 A member present in person 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 due notice of the meeting and, where requisite, of the purposes for which it was called.

141. NOTICE BINDING ON TRANSFEREES ETC

Every person who, by operation of law, transfer or by any other means, becomes entitled to a share shall be bound by any notice in respect of that share (other than a notice served by the Company under section 212 of the Act) which, before his name is entered in the register, has been duly served on or delivered to a person from whom he derives his title.

142. NOTICE IN CASE OF DEATH, BANKRUPTCY OR MENTAL DISORDER

In the case of the death or bankruptcy of a member or of any other event giving rise to a transmission of entitlement to a share by operation of law, the Company may serve or deliver a notice or document to the person entitled in consequence of such event as if he was the holder of a share by addressing it to him by name or by the title of representative of the deceased or trustee of the bankrupt member (or by any similar designation) at an address within the United Kingdom supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice or document may be served or delivered in any manner in which this might have been done if the death or bankruptcy had not occurred. Service or delivery in accordance with this article shall be deemed to be sufficient notice to all other persons interested in such share.

DESTRUCTION OF DOCUMENTS

143. DOCUMENT DESTRUCTION

143.1 The Company may destroy:

- (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- (b) any mandate for the payment of dividends or other monies or any variation or cancellation of the same or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the Company;

- (c) any instrument of transfer of shares (including any document constituting the renunciation of an allotment of shares) which has been registered at any time after the expiry of six years from the date of registration; and
- (d) any other document on the basis of which any entry in the register is made at any time after the expiry of six years from the date an entry in the register was first made in respect of it.

143.2 It shall be presumed conclusively in favour of the Company that every share certificate so destroyed was a valid certificate validly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed under this article 143 was a valid and effective document in accordance with the recorded particulars of it in the books or records of the Company, provided always that:

- (a) the provisions of this article 143 shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (b) nothing contained in this article 143 shall be construed as imposing on the Company any liability in respect of the destruction of any such document earlier than provided for in this article 143 or in any case where the conditions of this article 143 are not fulfilled; and
- (c) references in this article 143 to the destruction of any document include references to its disposal in any manner.

WINDING UP

144. WINDING UP

On any voluntary winding up of the Company the liquidator may, subject to obtaining any sanction required by law, divide among the members in kind the whole or any part of the assets of the Company, whether or not the assets shall consist of property of one kind, or shall consist of properties of different kinds, and, for such purpose, may set such value as he deems fair on any one or more class or classes of property, and may determine, on the basis of such valuation and in accordance with the then existing rights of members, how such division shall be carried out as between members or classes of members. The liquidator shall not, however, (except with the consent of the member concerned) distribute to a member any asset to which there is attached a liability or potential liability for the owner.

INDEMNITY AND INSURANCE

145. INDEMNITY

145.1 Subject to the Acts and any agreement made between a director and the Company in accordance with the Acts, a director shall be indemnified out of the Company's assets against any expenses which that director incurs in connection with:

- (a) civil proceedings (unless judgment is given against the director and the judgment is final);
- (b) criminal proceedings (unless the director is and the against the conviction is final); or
- (c) any application for relief from liability for negligence, default, breach of duty or breach of trust (unless the court refuses to grant the director relief, and the refusal is final);

in relation to the Company, or any associated company, or, where the Company is a trustee of an occupational pension scheme, against all such liabilities set out above incurred in connection with the Company's activities as a trustee of the pension scheme.

145.2 A judgment, conviction or refusal of relief becomes final if:

- (a) the period for bringing an appeal (or any further appeal) has ended;
- (b) any appeal brought is determined, abandoned or otherwise ceases to have effect.

146. INSURANCE

The board may exercise all the powers of the Company to purchase and maintain for any director or other officer (including former directors and other officers) or any other person insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against in relation to the affairs of the Company.

PROVISION FOR EMPLOYEES

147. PROVISION FOR EMPLOYEES ON CESSATION OR TRANSFER OF BUSINESS

The Company shall exercise the power conferred upon it by section 719(1) of the Act only with the sanction of a special resolution. If at any time the capital of the Company is divided into different classes of shares the exercise of such power shall be deemed to be a variation of the rights attached to each class of shares and shall accordingly require the prior consent in writing of the holders of at least seventy five per cent in nominal value of the issued shares of that class or the prior sanction of an extraordinary resolution passed at a separate meeting of the holders of the issue shares of that class in accordance with the provisions of these articles.

148. TRADING OF SHARES IN CREST

148.1 The directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be a participating security (subject always to the CREST Regulations and the facilities and requirements of the relevant system concerned). Where they do so

articles 148.2 and 148.3 shall commence to have effect immediately prior to the time at which the Operator of the relevant system concerned permits the class of shares concerned to be a participating security.

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

- (a) the holding of shares of that class in uncertificated form;
- (b) the transfer of title to shares of that class by means of a relevant system;
or
- (c) the CREST Regulations.

148.3 Without prejudice to the generality of article 148.2 and notwithstanding anything contained in these articles, where any class of shares is, for the time being, a participating security (such class being referred to hereinafter as the "Relevant Class"):

- (a) the register relating to the Relevant Class shall be maintained at all times in the United Kingdom;
- (b) shares of the Relevant Class may be issued in uncertificated form in accordance with and subject as provided in the CREST Regulations;
- (c) unless the directors otherwise determine, shares of the Relevant Class held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings;
- (d) shares of the Relevant Class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the CREST Regulations;
- (e) title to shares of the Relevant Class which are recorded on the register as being held in uncertificated form may be transferred by means of the relevant system concerned and accordingly (and in particular) paragraph (f) shall not apply in respect of such shares to the extent that that paragraph requires or contemplates the effecting of a transfer by an instrument in writing and the production of a certificate for the share to be transferred;
- (f) the Company shall comply with the provisions of CREST Regulation 22 in relation to the Relevant Class and articles 32 and 33 in particular shall be read as subject to CREST Regulation 22;
- (g) the provisions of these articles with respect to meetings of or including holders of the Relevant Class, including notices of such meetings, shall have effect subject to the provisions of CREST Regulation 41; and

- (h) no provision of these articles shall apply so as to require the Company to issue a certificate to any person holding shares of the Relevant Class in uncertificated form.

149. SHARE WARRANTS

149.1 The directors may issue a share warrant in respect of any fully paid share.

149.2 Share warrants shall be:

- (a) issued in such form, and
- (b) executed in such manner, as the directors decide.

149.3 A share represented by a share warrant may be transferred by delivery of the warrant representing it.

149.4 The directors may make provision for the payment of dividends in respect of any share represented by a share warrant.

149.5 Subject to the Acts and the articles, the directors may decide the conditions on which any share warrant is issued. In particular, they may:

- (a) decide the conditions on which new warrants are to be issued in place of warrants which are damaged or defaced, or said to have been lost or destroyed;
- (b) decide the conditions on which bearers of warrants are entitled to attend and vote at general meetings;
- (c) decide the conditions subject to which bearers of warrants may surrender their warrant so as to hold their shares in certificated or uncertificated form instead; and
- (d) vary the conditions of issue of any warrant from time to time and the bearer of a warrant shall be subject to the conditions and procedures in force in relation to it, whether or not they were decided or specified before the warrant was issued.

149.6 Subject to the Acts and the conditions on which the warrants are issued from time to time, bearers of share warrants shall have the same rights and privileges as they would if their names had been included in the register as holders of the shares represented by their warrants.

149.7 The Company shall not in any way be bound by or recognise any interest in a share represented by a share warrant other than the absolute right of the bearer of that warrant to that warrant.

150. COMMUNICATIONS

150.1 Definitions

- (a) "address": the meaning given to it in Section 1148 of the 2006 Act.
- (b) "electronic form" and "electronic copy": the meaning given to it in Section 1168 of the 2006 Act.
- (c) "electronic": the meaning given to it in Section 1168 of the 2006 Act.
- (d) "hard copy form" and "hard copy": the meaning given to it in Section 1168 of the 2006 Act.
- (e) "office": the registered office for the time being of the Company, or in the case of sending or supplying documents or information by electronic means, the address specified by the board for the purpose of receiving documents or information by electronic means.

150.2 Appointment of proxy in electronic form

The board may, but is not obliged to, accept a proxy appointment in electronic form subject to any limitations, restrictions or conditions prescribed by the board from time to time. The appointment shall be sent to an address specified in the notice convening the meeting.

150.3 Manner of communications

Any documents or information to be sent or supplied by or to the Company may be sent or supplied in hard copy form, in electronic form or by means of a website to the extent permitted by the Acts and these articles.

150.4 Communications to the Company

- (a) A document or information is validly sent or supplied by a member to the Company in hard copy form if it is sent or supplied by hand or by post (in a prepaid envelope) to:
 - (i) an address specified by the Company for the purpose;
 - (ii) the office; or
 - (iii) an address to which any provision of the Acts authorises the document or information to be sent or supplied.
- (b) A document or information may only be sent or supplied by a member to the Company in electronic form if the company has notified the members that the document or information may be sent or supplied in that form (and not revoked that agreement).

- (c) Subject to paragraph (b) above, where a document or information is sent or supplied by electronic means, it may only be sent or supplied to an address:
 - (i) specified for the purpose by the Company (generally or specifically); or
 - (ii) deemed by a provision of the Acts to have been so specified.
- (d) Subject to paragraph (b) above, where a document or information is sent or supplied in electronic form by hand or by post, it must be sent or supplied to an address to which it could validly be sent if it were in hard copy form in accordance with paragraph (a) above.

150.5 Communications by the Company or the board in hard copy form

- (a) A document or information sent or supplied by the Company or the board in hard copy form must be:
 - (i) handed to the intended recipient; or
 - (ii) sent or supplied by hand or by post (in a pre-paid envelope):
 - a) to an address specified for the purpose by the intended recipient;
 - b) to a company at its office;
 - c) to a person in his capacity as a member, at his address as shown in the register;
 - d) to a person in his capacity as a director, at his address as shown in the register of directors; or
 - e) to an address to which any provision of the Acts authorises the document or information to be sent or supplied.
- (b) Where the Company is unable to obtain any address falling within paragraph (a) above, the document or information may be sent or supplied to the intended recipient's last address known to the Company.

150.6 Communications by the Company in electronic form

- (a) A document or information may only be sent or supplied by the Company or the board in electronic form:
 - (i) to a person who has agreed (generally or specifically) that the document or information may be sent or supplied in that form (and not revoked that agreement); or

- (ii) to a Company that is deemed to have so agreed by a provision in the Acts.
- (b) Where the document or information is sent or supplied by electronic means, it may only be sent or supplied to an address:
- (i) specified for the purpose by the intended recipient (generally or specifically); or
 - (ii) where the intended recipient is a company, deemed by a provision of the Acts to have been so specified.
- (c) Where the document or information is sent or supplied in electronic form by hand or by post, it must be:
- (i) handed to the intended recipient; or
 - (ii) sent or supplied to an address to which it could validly be sent if it were in hard copy form in accordance with article 150.5.

150.7 Communications by the Company by means of a website

- (a) A document or information may only be sent or supplied by the Company to a person by being made available on a website if the person:
- (i) has agreed (generally or specifically) that the document or information may be sent or supplied to him or her in that manner; or
 - (ii) is taken to have so agreed in accordance with the Acts, and has not revoked that agreement.
- (b) A document or information authorised or required to be sent or supplied by means of a website must be made available in a form, and by a means, that the Company reasonably considers will enable the recipient to read it (and see any images contained in it) with the naked eye and to retain a copy of it.
- (c) The Company must notify the intended recipient of:
- (i) the presence of the document or information on the website;
 - (ii) the address of the website;
 - (iii) the place on the website where it may be accessed; and
 - (iv) how to access the document or information.
- (d) The document or information is taken to be sent:
- (i) on the date on which the notification required by paragraph (c) above is sent; or

- (ii) if later, the date on which the document or information first appears on the website after that notification is sent.
- (e) The Company must make the document or information available on the website throughout:
 - (i) the period specified by any applicable provision of the Acts; or
 - (ii) if no such period is specified, the period of 28 days beginning with the date on which the notification required by paragraph (c) is sent to the person in question. A failure to make a document or information available on a website throughout the period mentioned in this paragraph (e) shall be disregarded if (1) it is made available on the website for part of that period and (2) the failure to make it available throughout that period is wholly attributable to circumstances that it would not be reasonable to have expected the company to prevent or avoid.

150.8 Communications by other means

- (a) A document or information that is sent or supplied to the Company otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the Company.
- (b) A document or information that is sent or supplied by the Company or the board otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the intended recipient.

150.9 Suspension of supply of documents and information to a member

- (a) If on three consecutive occasions documents or information have been sent or supplied to any member in accordance with article 150.5 at his registered address or address for service but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the Company until he or she shall have communicated with the company and supplied in writing (signed by him or her) to the Company at the Company's registered office a new registered address or an address within the United Kingdom for the service of notices.
- (b) If any document or information have been sent or supplied by electronic means in accordance with article 150.6 to any member at his or her address specified for the purpose or deemed to be so specified and the Company becomes aware of a failure in delivery (and subsequent attempts to send or supply such document or information by electronic means also result in a failure in delivery), the Company shall either:
 - (i) send or supply a hard copy of such document or information to such member; or

150.10 When service effected on member. Where a document or information is, under article 150.5 sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted. Where a document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed. Where a document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when

- (a) the material is first made available on the website or
- (b) if later, when the recipient received (or, in accordance with this article

150.11 is deemed to have received) notification of the fact that the material was available on the website."

EXERCISE OF MEMBERS' RIGHTS

151. NOMINATION NOTICES

151.1 Subject to the Acts, a member may send the Company notice in writing that another person or persons is entitled to enjoy or exercise some or all of that member's rights in relation to the Company (a "nomination notice").

151.2 A nomination notice:

- (a) must identify the person nominated and state that person's contact details;
- (b) may specify which rights, in relation to which shares, the person nominated is entitled to enjoy or exercise;
- (c) must indicate, in relation to the specified rights, whether they are to be exercised only by the person nominated, or whether the member giving the notice may also continue to exercise them;
- (d) must specify the date from which it is to take effect;
- (e) may specify when it is to cease to have effect; and
- (f) must be executed by the member giving the notice and the person nominated.

152. EFFECT OF NOMINATION NOTICES

152.1 Subject to the Acts, if the Company receives a nomination notice, the Company must give effect to that notice in accordance with its terms.

152.2 Subject to the Acts, if a nomination notice does not specify the rights which the person nominated in it is entitled to enjoy or exercise, it shall be treated as having specified all the rights of the member giving it in relation to the Company.

152.3 The Company shall not give retrospective effect to a notice which is expressed to take effect from a date after the date on which it is given.

152.4 If:

- (a) a nomination notice states that the member giving the notice may continue to exercise or enjoy the rights specified in it; and
- (b) that member and the person nominated in the notice both seek to exercise such a right in relation to a particular matter, then, unless the effect of what each of them does in relation to that right would be the same, it shall be treated as not having been exercised by either of them.

152.5 A nomination notice ceases to have effect when the member who has given it, or the person nominated in it, dies or ceases to exist.

153. DEFECTIVE NOMINATION

If:

- (a) the Company receives a notice from a member purporting to entitle another person or persons to enjoy or exercise some or all of the member's rights in relation to the Company; and
- (b) the notice does not comply with the requirements of the articles as regards nomination notices, or validly appoint a proxy for the purposes of a general meeting, the directors may decide not to give effect to the notice, but if they so decide, they must inform the member of their decision and the reasons for it.

154. COMPANY TO KEEP RECORDS OF NOMINATIONS

The Company must keep a record of:

- (a) all persons nominated in nomination notices and the members who gave them;
- (b) the rights which each such person is or was entitled to enjoy or exercise by virtue of each such notice; and
- (c) the dates from or (if applicable) between which each such person is or was entitled to enjoy or exercise such rights.

155. PERSONS ENTITLED BY REASON OF DEATH OR BANKRUPTCY

155.1 Transmittees who produce such evidence of their entitlement to shares as the directors may properly require:

- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and
- (b) shall, subject to the articles, have the same rights as the holder had.

155.2 Transmittees shall not have the right to attend or vote at a general meeting in respect of shares to which they are entitled by reason of the holder's death or bankruptcy unless they elect to have the shares transferred to them.

156. EXERCISE OF TRANSMITTEES' RIGHTS

156.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

156.2 If the share is a certified share and a transmittee wishes to have it transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

156.3 If the share is an uncertificated share and the transmittee wishes to have it transferred to another person, the transmittee must:

- (a) procure that all appropriate instructions are given to effect the transfer; or
- (b) procure that the uncertificated share is changed into certificated form and then execute an instrument of transfer in respect of it.

156.4 Any transfer made or executed under this article shall be treated as if it were made or executed by the person by reason of whose death or bankruptcy the transmittee is entitled to the shares so transferred, and as if such death or bankruptcy had not occurred.

157. NOTICE BY COMPANY REQUIRING INFORMATION ABOUT INTERESTS IN ITS SHARES

157.1 The Company may give notice to any person whom the Company knows or has reasonable cause to believe:

- (a) to be interested in the Company's shares (as provided in Sections 820-825 of the 2006 Act); or
- (b) to have been so interested at any time during the three years immediately preceding the date on which the notice is issued.

157.2 The notice may require the person:

- (a) to confirm that fact or (as the case may be) to state whether or not it is the case; and

- (b) if he holds, or has during that time held, any such interest, to give such further information as may be required in accordance with the following provisions of this section.

157.3 The notice may require the person to whom it is addressed to give particulars of his own present or past interest in the Company's shares (held by him at any time during the three year period mentioned in subsection b.

157.4 The notice may require the person to whom it is address, where:

- (a) his interest is a present interest and another interest in the shares subsists, or
- (b) another interest in the shares subsisted during that three year period at a time when his interest subsisted,

to give, so far as lies within his knowledge, such particulars with respect to that other interest as may be required by the notice.

157.5 The particulars referred to in subsections 157.3 and 157.4 include:

- (a) the identity of persons interested in the shares in question, and
- (b) whether persons interested in the same shares are or were parties to:
 - (i) an agreement to which section 824 of the 2006 Act applies (certain share acquisition agreements), or
 - (ii) an agreement or arrangement relating to the exercise of any rights conferred by the holding of the shares.

157.6 The notice may require the person to whom it is addressed, where his interest is a past interest, to give (so far as lies within his knowledge) particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.

157.7 The information required by the notice must be given within such reasonable time as may be specified in the notice.

158. NOTICE REQUIRING INFORMATION: ORDER IMPOSING RESTRICTIONS ON SHARES

158.1 Where:

- (a) a notice under article 157 (notice requiring information about interests in company's shares) is served by the Company on a person who is or was interested in shares in the Company, and
- (b) that person fails to give the Company the information required by the notice within the time specified in it, the Company may apply to the court for an order directing that the shares in question be subject t restrictions.

159. POWER OF MEMBERS TO REQUIRE THE COMPANY TO ACT

159.1 The members of the Company may require it to exercise its powers under article 157 (notice requiring information about interests in shares).

159.2 The Company is required to do so once it has received requests (to the same effect) from members of the Company holding at least 10% of such of the paid-up capital of the Company as carries a right to vote at general meetings of the Company (excluding any voting rights attached to any shares in the Company held as treasury shares).

159.3 A request:

- (a) may be in hard copy form or in electronic form;
- (b) must:
 - (i) state that the Company is requested to exercise its powers under article 157,
 - (ii) specify the manner in which the Company is requested to act, and
 - (iii) give reasonable grounds for requiring the Company to exercise those powers in the manner specified, and
- (c) must be authenticated by the person or persons making it.

160. REGISTER OF INTERESTS DISCLOSED

160.1 The Company shall keep a register of information received by it in pursuance of the requirement imposed under article 157 (notice requiring information about interests in Company's shares).

160.2 The Company on receiving any such information shall, within three days of the receipt, enter in the register:

- (a) the fact that the requirement was imposed and the date on which it was imposed, and
- (b) the information received in pursuance of the requirement.

160.3 The information must be entered against the name of the present holder of the shares in question or, if there is no present holder or the present holder is not known, against the name of the person holding the interest.

160.4 The register must be made up so that the entries against the names entered in it appear in chronological order.

160.5 The Company shall not be by virtue of anything done for the purposes of this section affected with notice of, or put upon inquiry as to, the rights of any person in relation to any shares.

161. REGISTER TO BE KEPT AVAILABLE FOR INSPECTION

161.1 The register kept under article 160 (register of interests disclosed) shall be kept available for inspection by the Company:

- (a) at the Company's registered office, or
- (b) a place specified in the regulations under section 1136 of the 2006 Act.

161.2 The Company shall give notice to the registrar of companies of the place where the register is kept available for inspection and of any change in that place, but no such notice shall be required if the register has at all times been kept available for inspection at the Company's registered office.

162. ASSOCIATED INDEX

162.1 Unless the register kept under article 160 (register of interests disclosed) is kept in such a form as itself to constitute an index, the Company shall keep an index of the names entered in it.

162.2 The Company shall make any necessary entry or alteration in the index within ten days after the date on which any entry or alteration is made in the register.

162.3 The index must contain, in respect of each name, a sufficient indication to enable the information entered against it to be readily found.

162.4 The index shall be at all times be kept available for inspection at the same place as the register.