

**No. 5497744**

**THE COMPANIES ACTS 1985 to 2006**

=====  
**PUBLIC COMPANY LIMITED BY SHARES**  
=====

**NEW ARTICLES OF ASSOCIATION**

**- of -**

**LONDON CAPITAL GROUP HOLDINGS plc**

*(adopted by Special Resolution passed on 22 April 2009)*

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PRELIMINARY

- 1 No regulations for the management of a company set out in any schedule to, or subordinate legislation made under, any statute concerning companies shall apply to the Company, but these Articles alone shall be the Articles of Association of the Company.
- 2 In these Articles, if not inconsistent with the subject or context, the following expressions shall have the following meanings:

**“Acts”** has the meaning given in Section 2 of CA 2006 and where the context requires, includes every other statute or statutory instrument, law or regulation from time to time in force concerning companies and affecting the Company;

**“Alternate Director”** means an alternate director appointed in accordance with Article 104;

**“Approved Transfer”** means in relation to any Shares held by a Member:

- (a) a transfer by way of or pursuant to acceptance of a takeover offer for the Company (as defined for the purposes of Part 28 of CA 2006); or
- (b) a transfer which is shown to the satisfaction of the Board to be made in consequence of a bona fide sale of the whole of the beneficial interest in the Shares to a person who is unconnected with any Member and with any other person appearing to be interested in the Shares (including any such sale made through a recognised investment exchange as defined in the Financial Services and Markets Act 2000 or any other stock exchange outside the United Kingdom on which the Shares are normally traded). For the purposes of the sub-paragraph any associate (as that term is defined in Section 435 of the Insolvency Act 1986) shall be included amongst the persons who are connected with the Member or any persons who are connected with the Member or person appearing to be interested in such Shares;

**“Articles”** means these Articles of Association as from time to time altered or varied (and Article means each of these Articles);

**“Auditors”** means the auditors of the Company from time to time;

**“Board”** means the Directors or any of them acting as the Board of Directors of the Company or a duly authorised committee of the Directors as the context requires;

**“CA 1985”** means the Companies Act 1985

**“CA 2006”** means the Companies Act 2006

**“calendar year”** means a year from 1 January to 31 December inclusive;

**“Clear Days”** means in relation to the period of a notice 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 London Capital Group Holdings plc

**“Conflict Situation”** means any situation or matter in which any Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

**“Connected with”** in relation to a Director has the meaning given by section 346 of CA1985;

**“Directors”** means the directors of the Company from time to time;

**“Dividend”** means dividend or bonus;

**“Electronic Form”** is as defined in section 1168 of CA 2006

**“Electronic Means”** is as defined in section 1168 of CA 2006

**“Executive Director”** means a Director holding any office or employment or providing any services as referred to in Article 116;

**“Group”** means the Company and all Subsidiary Undertakings from time to time;

**“Group Conflict Situation”** means "Group Conflict Situation" means in respect of a Director, all or any of the following situations in which the Director has or could have a direct or indirect interest that possibly may conflict with the interests of the Company existing at any time while such person is a Director (but excluding for this purpose any actual conflict of interest that in fact arises and of which the Director becomes aware):

- (a) being employed or otherwise engaged by any Group Company other than the Company;
- (b) holding office, including (but not limited to) office as a director, of any Group Company other than the Company;
- (c) being a member of any pension scheme operated from time to time by any Group Company;
- (d) being a member of any Group Company;

- (e) participating in any share option, bonus or other incentive schemes operated from time to time by any Group Company; or
- (f) participating in any benefit provided by an employee benefit trust of which the Director is a beneficiary;

**"Holder"** means in relation to any Share the Member whose name is entered in the Register as the holder or, where the context permits, the Members whose names are entered in the Register as joint holders of that Share;

**"London Stock Exchange"** means London Stock Exchange plc or any successor to its functions;

**"Member"** means a member of the Company;

**"Paid"** means paid or credited as paid;

**"Register"** means the register of Members of the Company;

**"Registered Office"** means the registered office for the time being of the Company

**"Regulations"** means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) as amended or replaced from time to time and any subordinate legislation or rules made under them for the time being in force;

**"Seal"** means the common seal of the Company;

**"Secretary"** means the secretary of the Company or any other person appointed by the Board to perform the duties of the secretary of the Company including (subject to the provisions of the Acts) a joint, temporary, assistant or deputy secretary;

**"Section 793 Notice"** means a notice issued pursuant to Section 793 CA 2006

**"Shareholders' Funds"** means the total of:

- (a) the Company's nominal paid up share capital;
- (b) the amount in the Company's share premium account; and
- (c) both capital and revenue reserves (consolidated if appropriate); but deducting amounts:
  - (i) arising from writing up the book values of capital assets;
  - (ii) attributable to minority interests; and
  - (iii) set aside for deferred taxation;

**"Share"** means a share in the Company ( and **"Shares"** shall be construed accordingly)

**"Subsidiary Undertaking"** means a subsidiary undertaking of the Company as defined in Section 1162 CA 2006;

**"Transfer Office"** means the place where the Register is for the time being situated;

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

**“in writing”** means written, or produced by any legible and non-transitory visible substitute for writing, or partly one and partly another; and

**“Year”** means any period of 12 consecutive months.

Words denoting the masculine gender shall include the feminine and neuter genders; words denoting the singular number shall include the plural number and vice versa; words denoting persons shall include corporations.

Save as provided above any words or expressions defined in the Acts or the Regulations shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

All references in these Articles to any statute, subordinate legislation or statutory provision shall be deemed to include a reference to any consolidation or statutory re-enactment, modification or replacement thereof for the time being in force (whether coming into force before or after the adoption of these Articles).

References in these Articles to a Share (or to a holding of a Share) being in uncertificated form or in certificated form are references, respectively, to that Share being an uncertificated unit of a security or a certificated unit of a security.

Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

The headings are inserted for convenience only and shall not affect the construction of these Articles.

### **REGISTERED OFFICE**

- 3 The Registered Office shall be at such place in England and Wales as the Board shall from time to time appoint.

### **SHARE CAPITAL**

- 4 The authorised share capital of the Company at the date of adoption of these Articles is £5,500,000 divided into 55,000,000 ordinary Shares of 10 pence each (“the Ordinary Shares”).

### **VARIATION OF RIGHTS**

- 5 Subject to the Acts, whenever the capital of the Company is divided into different classes of Shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the Shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the Holders of three-fourths of the issued Shares of the class or with the sanction of a special resolution passed at a separate meeting of such Holders (but not otherwise).
- 6 The special rights conferred upon the Holders of any Shares or class of Shares shall, unless otherwise provided by these Articles or the terms of issue of the Shares concerned, be deemed to be varied by a reduction of capital paid up on those Shares but shall be deemed not to be varied by the creation or issue of further Shares ranking *pari passu* with them or subsequent to them. No consent or sanction of the Holders of Ordinary Shares shall be required under Article 5 to any variation or abrogation effected by a resolution on which only the Holders of Ordinary Shares are entitled to vote.

## SHARES

- 7 Subject to the provisions of the Acts and without prejudice to any rights attached to any existing Shares, any Share may be issued with such rights or restrictions as the Company may by ordinary resolution determine, or in the absence of such determination, or so far as any such resolution does not make specific provision, as the Board may determine.
- 8 Subject to the provisions of the Acts and any resolution of the Company in general meeting, all unissued Shares of the Company (whether forming part of the present capital or not) shall be at the disposal of the Board which may allot, grant options over or otherwise dispose of them or rights to subscribe for or convert any security into Shares to such persons (including the Directors themselves), on such terms and at such times as it may think fit provided that no Share shall be issued at a discount.
- 9 Subject to the provisions of the Acts, Shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the Holder on such terms and in such manner as may be provided by or in accordance with these Articles.
- 10 In addition to all other powers of paying commissions, the Company may exercise the powers of paying commissions conferred by the Acts. Subject to the provisions of the Acts, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
- 11 Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound to recognise any interest in any Share except an absolute right to the entirety of the Share in the Holder.

## UNCERTIFICATED SHARES

- 12.1 Subject to the Regulations the Company can issue Shares and other securities which do not have certificates. The Company can:
- 12.1.1 permit existing Shares and other securities to be held without certificates; and
  - 12.1.2 permit any Shares or other securities (held without certificates) to be transferred, in both cases in dematerialised form pursuant to the Regulations.
- 12.2 If the Company has any Shares in issue which are in uncertificated form, the Articles will continue to apply to such Shares, but only insofar as they are consistent with:
- 12.2.1 holding those Shares as uncertificated Shares;
  - 12.2.2 transferring ownership of those Shares by using a relevant system;
  - 12.2.3 any of the provisions of the Regulations; and
  - 12.2.4 any regulation laid down by the Board under Article 12.4.
- 12.3 Where any class of Shares in the capital of the Company is a participating security and the Company is entitled under any provisions of the Acts or the rules made and practices instituted by the operator of any relevant system or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any Shares which are held in uncertificated form, such entitlement (to the extent permitted by the Regulations and the rules made and practices instituted by the operator of the relevant system) shall include the right to:

- 12.3.1 require any Holder of any uncertificated Shares which are the subject of any exercise by the Company of any such entitlement, by notice in writing to the Holder concerned, to change his holding of such uncertificated Shares into certificated form within such period as may be specified in the notice, prior to completion of any disposal, sale, or transfer of such Shares or direct the Holder to take such steps, by instructions given by means of a relevant system otherwise, as may be necessary to sell or transfer such Shares; and/or
- 12.3.2 appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the Holder of Shares as may be required to effect transfer of such Shares and such steps shall be as effective as if they had been taken by the registered Holder of the uncertificated Shares concerned; and/or
- 12.3.3 take such other action as may be necessary to enable those Shares to be registered in the name of the person to whom the Shares have been sold or disposed of or as directed by him.
- 12.4 The Board can also lay down regulations:
- 12.4.1 which govern the issue, holding and, subject to the Regulations, the transfer and, where appropriate, the mechanics of conversion and redemption of uncertificated Shares;
- 12.4.2 which govern the mechanics for payments involving the relevant system; and
- 12.4.3 which make any other provisions which the Board consider are necessary to ensure that these Articles are consistent with the Regulations, and with any rules or guidance of an operator of a relevant system under the Regulations.
- 12.5 If stated expressly, such regulations will apply instead of other relevant provisions in these Articles relating to certificates and the transfer, conversion and redemption of Shares and other securities and any other provisions which are not consistent with the Regulations. If the Board does make any regulations under Article 12.4, Article 12.2 will still apply to the Articles, when read in conjunction with those regulations.

## SHARE CERTIFICATES

- 13 Every Member (other than a person who is not entitled to a certificate under the Acts or in accordance with Article 12.1) shall upon the issue or transfer to him of Shares in certificated form be entitled, without payment, to receive within fifteen business days after allotment or lodgement of a transfer to him of those Shares one certificate for all the Shares of each class held by him in certificated form and, upon transferring a part of the Shares comprised in a certificate, a certificate for the balance of such Shares without charge to the extent that the balance is held in certificated form. Shares of different classes may not be included in the same certificate. The Company shall not be bound to issue more than one certificate for Shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 14 Share certificates of the Company (other than letters of allotment, scrip certificates and other like documents) shall, unless the Board by resolution otherwise determines, either generally or in any particular case or cases, be issued under the Seal or under any official seal kept by the Company by virtue of any provisions in the Acts. Whether or not share certificates are issued under a seal, the Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any certificates for Shares, stock or debenture or loan stock (except where the trust deed constituting any stock or debenture or loan stock provides to the contrary) or representing any other form of security of the Company need not be autographic but may be applied to the

certificates by some mechanical means or may be printed thereon or that such certificates need not be signed by any person. Every share certificate shall specify the number and class of the Shares to which it relates and the amount paid up on such Shares.

- 15 If a share certificate is worn out, defaced, lost, stolen or destroyed, it may be renewed without payment of any fee but on such terms (if any) as to evidence and indemnity with or without security and otherwise as the Board requires and, in the case of a worn out or defaced certificate, on delivery up of that certificate. In the case of loss, theft or destruction, the person to whom the new certificate is issued may be required to pay to the Company any exceptional out of pocket expenses incidental to the investigation of evidence of loss, theft or destruction and the preparation of the requisite form of indemnity.

### **LIEN ON SHARES**

- 16 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Board may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to all Dividends from time to time declared or to any other amount payable in respect of it and to any Share or security issued in right of it.
- 17 The Company may sell in such manner as the Board determines any Shares on which the Company has a lien if the sum in respect of which the lien exists is presently payable and is not paid within fourteen Clear Days after notice has been given to the Holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the Holder or otherwise by operation of law, demanding payment and stating that if the notice is not complied with the Shares may be sold.
- 18 To give effect to a sale the Board may, if the Shares are in certificated form, authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. If the Shares are in uncertificated form, the Board may exercise any of the Company's powers under Article 12.3 to effect the transfer of the Shares. The purchaser shall not be bound to see to the application of the purchase moneys, and the title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale.
- 19 The net proceeds of the sale, after payment of the costs of sale, shall be applied in or towards payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold in the case of certificated Shares and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

### **CALLS ON SHARES**

- 20 Subject to the terms of allotment, the Board may make calls upon the Members in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each Member shall (subject to at least fourteen Clear Days' notice having been given 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. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable jointly and severally with the successors in title to his Shares for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

- 21 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.
- 22 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.
- 23 If a call remains unpaid after it has become due and payable the person from whom the sum is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate, but the Board may waive payment of the interest wholly or in part.
- 24 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.
- 25 Subject to the terms of allotment, the Board may make arrangements on the issue of Shares for a difference between the Holders in the amounts and times of payment of calls on their Shares.
- 26 The Board may, if it thinks fit, receive from any Member willing to advance it, all or any part of the moneys uncalled and unpaid upon any Shares held by him, and may pay upon all or any of the moneys so advanced (until the same would but for such advance become presently payable) interest at the appropriate rate or at such other rate as may be agreed between the Board and such Member, subject to any directions of the Company in general meeting.

#### **FORFEITURE AND SURRENDER OF SHARES**

- 27 If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen Clear Days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name 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.
- 28 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Board and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture. The Board may accept upon such terms and conditions as may be agreed a surrender of any Share liable to be forfeited and, subject to such terms and conditions, a surrendered Share shall be treated as if it had been forfeited.
- 29 Subject to the provisions of the Acts, a forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board determines either to the person who was before the forfeiture the Holder or to any other person and at any time before sale, re-allotment or other disposition. The forfeiture may be cancelled on such terms as the Board thinks fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person in the case of Shares held in certificated form the Board may authorise some person to execute an instrument of transfer of the Share to that person or otherwise effect the transfer pursuant to the Company's powers under Article 12.3 in the case of Shares held in uncertificated form.
- 30 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall, if a Share is a certificated Share, surrender to the Company for cancellation the certificate for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to

the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate from the date of forfeiture until payment but the Board may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

- 31 A statutory declaration by a Director or the Secretary that a Share has been forfeited or sold to satisfy a lien of the Company on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the Share is 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, sale or disposal of the Share.

### TRANSFER OF SHARES

- 32 All transfers of Shares which are in certificated form may be effected by transfer in writing in any usual form or in any other form which the Board may approve and shall be executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain the Holder of the Share until the name of the transferee is entered in the Register in respect of it.
- 33 All transfers of Shares which are in uncertificated form may be effected by means of a relevant system.
- 34 Where some only of the Shares comprised in a share certificate are transferred the old certificate shall be cancelled and to the extent that the balance is to be held in certificated form, a new certificate for the balance of such Shares issued in lieu without charge.
- 35 The Board may decline to recognise any instrument of transfer relating to Shares in certificated form unless it is in respect of only one class of Shares and is lodged (duly stamped if required) at the Transfer Office or such other place as the Board may decide accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). In the case of a transfer of Shares in certificated form by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange the lodgement of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the Shares in question.
- 36 The Board may, in the case of securities in certificated form, in their absolute discretion, without assigning any reason therefor refuse to register any transfer of Shares (not being fully-paid Shares) provided that, where any such Shares are admitted to the Official List of the UK Listing Authority, such discretion may not be exercised in such a way as to prevent dealings in the Shares of that class from taking place on an open and proper basis. The Board may also refuse to register an allotment or transfer of Shares (whether fully-paid or not) in favour of more than four persons jointly.

If the Board refuses to register a transfer of securities in certificated form, it shall within two months after the date on which the transfer was lodged with the Company (in the case of Shares held in certificated form) send to the transferee notice of the refusal.

The Board may refuse to register the transfer of an uncertificated Share in any circumstances permitted by the UK Listing Authority, the London Stock Exchange, the Regulations or the rules and practices of the operator of the relevant system.

- 37 Subject to the provisions of the Acts, the registration of transfers of Shares or of transfers of any class of Shares may be suspended and the Register closed at such times and for such periods (not exceeding thirty days in any calendar year) as the Board may determine provided that the Board may not suspend the registration of transfers of any participating security without the consent of the operator of the relevant system.
- 38 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any Share or for making any entry in the Register affecting the title to any Share.
- 39 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuses to register shall be returned to the person lodging it when notice of the refusal is given.
- 40 For all purposes of these Articles relating to the registration of transfers of Shares, the renunciation of the allotment of any Shares by the allottee in favour of some other person shall be deemed to be a transfer and the Board shall have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

### TRANSMISSION OF SHARES

- 41 If a Member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing contained in these Articles shall release the estate of a deceased Member from any liability in respect of any Share which had been held (whether solely or jointly) by him.
- 42 A person becoming entitled to a Share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may, upon such evidence being produced as the Board may properly require and subject as hereinafter provided, elect either to become the Holder of the Share or to have some person nominated by him registered as the transferee. If he elects to become the Holder he shall give notice to the Company to that effect. If he elects to have another person registered and the Share is held in certificated form he shall execute an instrument of transfer of the Share to that person. If he elects to have another person registered and the Share is held in uncertificated form, he shall transfer the Share to his nominee by way of a relevant system. All the provisions of these Articles relating to the transfer and the registration of transfers of Shares (including any right to refuse to register any instrument of transfer) shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Member and the death or bankruptcy of the Member or other event giving rise to the entitlement had not occurred.
- 43 Subject to any other provisions of these Articles, a person becoming entitled to a Share in consequence of the death or bankruptcy of a Member or otherwise by operation of law shall have the rights to which he would be entitled if he were the Holder of the Share, except that he shall not, before being registered as the Holder of the Share, be entitled in respect of it to receive notice of or to attend or vote at any meeting of the Company or at any separate meeting of the Holders of any class of Shares in the Company. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share and if the notice is not complied with within sixty days the Board may thereafter withhold payment of all Dividends or other moneys payable in respect of the Share until the requirements of the notice have been complied with.

## UNTRACEABLE SHAREHOLDERS

44.1 The Company shall be entitled to sell at the best price reasonably obtainable any Shares of a Member or the Shares to which a person is entitled by virtue of transmission on death or bankruptcy or otherwise by operation of law if and provided that:

44.1.1 for a period of twelve years no cheque or warrant sent by the Company through the post in a prepaid envelope addressed to the Member or to the person entitled to the Shares at his address on the Register or (if different) the last known address given by the Member or the person so entitled to which cheques and warrants are to be sent has been paid and no communication has been received by the Company from the Member or the person so entitled (in his capacity as Member or person entitled) and in such period of twelve years at least three dividends (whether interim or final) have become payable on the Shares and no such dividend has been claimed; and

44.1.2 notice has been given in writing to the London Stock Exchange of its intention to make such sale.

If at any time during or after the said period of twelve years further Shares have been issued in right of those held at the commencement of that period or of any issued in right during that period and, since the date of issue, the requirements of Articles 44.1.1 and 44.1.2 have been satisfied in respect of such further Shares, the Company may also sell the further Shares.

44.2 To give effect to a sale the Board may authorise some person to execute an instrument of transfer or otherwise effect the transfer of the Shares to be sold. The purchaser shall not be bound to see to the application of the purchase moneys and the title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Member or other person previously entitled to the Shares for an amount equal to the net proceeds, which shall be a debt of the Company, and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created and no interest shall be payable in respect of the debt, and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments for the benefit of the Company as the Board may from time to time determine.

## DISCLOSURE OF INTERESTS

45 For the purposes of Articles 45 to 54 (inclusive), unless the context otherwise requires:

45.1 **"disclosure notice"** means a notice issued by or on behalf of the Company requiring disclosure of interests in Shares pursuant to section 793 of CA 2006;

45.2 **"specified shares"** means all or, as the case may be, some of the Shares specified in a disclosure notice;

45.3 **"restrictions"** means one or more, as the case may be, of the restrictions referred to in Article 47;

45.4 **"restriction notice"** means a notice issued by or on behalf of the Company stating, or substantially to the effect, that (until such time as the Board determines otherwise pursuant to Article 48) the specified shares referred to therein shall be subject to one or more of the restrictions stated therein;

45.5 **"restricted shares"** means all or, as the case may be, some of the specified shares referred to in a restriction notice;

- 45.6 a person other than the Member holding a Share shall be treated as appearing to be interested in that Share if:
- (a) the Member has informed the Company, whether under any statutory provision relating to disclosure of interests or otherwise, that the person is, or may be, or has been at any time during the three years immediately preceding the date upon which the disclosure notice is issued, so interested; or
  - (b) the Board (after taking account of any information obtained from the Member or, pursuant to a disclosure notice, from any other person) knows or has reasonable cause to believe that the person is, or may be, or has been at any time during the three years immediately preceding the date upon which the disclosure notice is issued, so interested; or
  - (c) in response to a disclosure notice, the Member or any other person appearing to be so interested has failed to establish the identities of all those who are so interested and (after taking into account the response and any other relevant information) the Company has reasonable cause to believe that such person is or may be so interested;
- 45.7 **“connected”** shall have the meaning given to it in section 839 of the Income and Corporation Taxes Act 1988;
- 45.8 **“interested”** shall be construed as it is for the purpose of section 793 of CA 2006;
- 45.9 **“recognised investment exchange”** shall have the same meaning as in the Financial Services and Markets Act 2000; and
- 45.10 for the purposes of Articles 46.2 and 48 the Company shall not be treated as having received the information required by the disclosure notice in accordance with the terms of such disclosure notice in circumstances where the Board knows or has reasonable cause to believe that the information provided is false or materially incorrect.
- 46 Notwithstanding anything in these Articles to the contrary, if:
- 46.1 a disclosure notice has been served on a Member or any other person appearing to be interested in the specified shares; and
  - 46.2 the Company has not received (in accordance with the terms of such disclosure notice) the information required therein in respect of any of the specified shares within fourteen days after the service of such disclosure notice;
- then the Board may (subject to Article 51) determine that the Member holding the specified shares shall, upon the issue of a restriction notice referring to those specified shares in respect of which information has not been received, be subject to the restrictions referred to in such restriction notice, and upon the issue of such restriction notice such Member shall be so subject. As soon as practicable after the issue of a restriction notice the Company shall serve a copy of the notice on the Member holding the specified shares.
- 47 The restrictions which the Board may determine shall apply to restricted shares pursuant to this Article shall be one or more, as determined by the Board, of the following:
- 47.1 that the Member holding the restricted shares shall not be entitled, in respect of the restricted shares, to attend or be counted in the quorum or vote either

personally or by proxy at any general meeting or at any separate meeting of the Holders of any class of Shares or upon any poll or to exercise any other right or privilege in relation to any general meeting or any meeting of the Holders of any class of Shares;

47.2 in the case of certificated transfers, that no transfer of the restricted shares shall be effective or shall be registered by the Company;

47.3 that no dividend (or other moneys payable) shall be paid in respect of the restricted shares and that, in circumstances where an offer of the right to elect to receive Shares instead of cash in respect of any dividend is or has been made, any election made thereunder in respect of such specified Shares shall not be effective.

48 The Board may determine that one or more of the restrictions imposed on restricted shares shall cease to apply at any time. If the Company receives in accordance with the terms of the relevant disclosure notice the information required therein in respect of the restricted shares all restrictions imposed on the restricted shares shall cease to apply seven days after receipt of the information. In addition, in the event that the Company receives an executed instrument of transfer in respect of all or any restricted shares, which would otherwise be given effect to, pursuant to a sale:

48.1 on a recognised investment exchange; or

48.2 on any stock exchange outside the United Kingdom on which the Shares are normally dealt; or

48.3 on the acceptance of a take-over offer (as defined in section 974 of CA 2006) for the Shares of the class of which such restricted shares form part

to a party not connected with the Member holding such restricted shares or with any other person appearing to be interested in such restricted shares, then all the restrictions imposed on such restricted shares shall cease to apply with effect from the date on which any such transfer as aforesaid is received by the Company for registration provided always that if, within ten days after such receipt, the Board decides that it has reasonable cause to believe that the change in the registered Holder of such restricted shares would not be as a result of an arm's length sale resulting in a material change in the beneficial interests in such restricted shares, the restrictions imposed on the restricted shares shall continue to apply.

49 Where the Board makes a decision pursuant to the proviso to Article 48, the Company shall notify the purported transferee of such decision as soon as practicable and any person may make representations in writing to the Board concerning any such decision. The Company shall not be liable to any person as a result of having imposed restrictions or deciding that such restrictions shall continue to apply if the Board acted in good faith.

50 Where Dividends or other moneys are not paid as a result of restrictions having been imposed on restricted shares, such Dividends or other moneys shall accrue and, upon the relevant restriction ceasing to apply, shall be payable (without interest) to the person who would have been entitled had the restriction not been imposed.

51 Where the aggregate number of Shares of the same class as the specified shares in which any person appearing to be interested in the restricted shares (together with persons connected with him) appears to be interested represents less than 0.25 per cent (in nominal value) of the Shares of that class in issue at the time of service of the disclosure notice in respect of such specified shares only the restriction referred to in Article 47.1 may be determined by the Board to apply.

52 Shares issued in right of restricted shares shall on issue become subject to the same restrictions whilst held by that Member as the restricted shares in right of which they are

issued. For this purpose, Shares which the Company (or others) offers or procures to be offered to shareholders pro rata (or pro rata ignoring fractional entitlements and Shares not offered to certain Members by reason of legal or practical problems associated with offering shares outside the United Kingdom) shall be treated as Shares issued in right of restricted shares.

- 53 The Board shall at all times have the right, at its discretion, to suspend, in whole or in part, any restriction notice given pursuant to this Article either permanently or for any given period and to pay to a trustee any Dividend payable in respect of any restricted shares or in respect of any Shares issued in right of restricted shares. Notice of any suspension, specifying the sanctions suspended and the period of suspension, shall be given to the relevant Holder in writing within seven days after any decision to implement such a suspension.
- 54 The limitations on the powers of the Board to impose and retain restrictions under Articles 45 to 54 are without prejudice to the Company's power to apply to the court pursuant to the Acts to apply these or any other restrictions on any conditions.

### ALTERATION OF SHARE CAPITAL

- 55 The Company may by ordinary resolution:
- 55.1 increase its share capital by new Shares of such amount as the resolution prescribes;
  - 55.2 consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
  - 55.3 subject to the provisions of the Acts, sub-divide its Shares, or any of them, into Shares of smaller amount and the resolution may determine that, as between the Shares resulting from the subdivision, any of them may have any preference or advantage or deferred rights or be subject to any restrictions as compared with the others; or
  - 55.4 cancel or reduce the nominal value of 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 or the amount of the reduction.
- 56 Upon any consolidation of Shares into shares of larger amount the Board may settle any difficulty which may arise with regard to such consolidation and in particular may, as between the Holders of Shares so consolidated, determine which Shares are consolidated into each consolidated Share and in the case of any Shares registered in the name of one Member being consolidated with Shares registered in the name of another Member the Board may make such arrangements for the allotment, acceptance and/or sale of Shares representing fractional entitlements to the consolidated Share or for the sale of the consolidated Share and may sell the fractions or the consolidated Share either upon the market or otherwise to such person at such time and at such price as it may think fit. For the purposes of giving effect to any such sale the Board may authorise some person to execute an instrument of transfer of the Shares or fractions sold to, or in accordance with the directions of, the purchaser or in the case of uncertificated Shares the Board may do all acts and things necessary to effect the transfer of the Shares. The purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to such Shares be affected by any irregularity in or invalidity of the proceedings relating to the sale. The Board shall distribute the net proceeds of sale among such Members rateably in accordance with their rights and interests in the consolidated Share or the fractions provided that the Board shall have power when making such arrangements to determine that no Member shall be entitled to

receive such net proceeds of sale unless his entitlement exceeds such amount as the Board shall determine (not exceeding £5 per holding) and if the Board exercises such power the net proceeds of sale not distributed to Members as a result shall belong absolutely to the Company.

- 57 Subject to the provisions of the Acts, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account or other undistributable reserve in any way.

### **PURCHASE OF OWN SHARES**

- 58.1 Subject to the provisions of the Acts and to any rights for the time being attached to any Shares, the Company may enter into any contract for the purchase of any of its own Shares of any class (including any redeemable Shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such Shares. Any Shares to be so purchased may be selected in any manner whatsoever 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 equity share capital of the Company then no such purchase shall take place unless it has been sanctioned by a special resolution passed at a separate general meeting (or meetings if there is more than one class) of the Holders of such class of convertible Shares.

- 58.2 Notwithstanding anything to the contrary contained in these Articles, the rights attached to any class of Shares shall be deemed not to be varied by anything done by the Company or the Directors pursuant to this Article 58.

- 58.3 Shares purchased pursuant to this Article 58 shall be subject to the following provisions:

58.3.1 purchases will be limited to a maximum price which will not exceed the average of the middle market quotations for such Shares on the London Stock Exchange for the 10 business days before the purchase is made or, in the case of a purchase through the market, at the market price, provided that the market price does not exceed such average by more than 5 per cent; and

58.3.2 if purchases are to be made by tender, the opportunity to tender will be made available on the same basis to all Members.

### **MEETINGS OF THE MEMBERS**

- 59 All meetings of the Members other than annual general meetings shall be called general meetings.

- 60 The Board may call general meetings whenever it thinks fit and, on the requisition of Members pursuant to the provisions of the Acts, shall forthwith convene a general meeting. If there are not sufficient Directors capable of acting to call a general meeting, any Director may call a general meeting. If there is no Director able to act, any two Members may call a general meeting for the purpose of appointing Directors.

### **NOTICE OF GENERAL MEETINGS**

- 61 An annual general meeting shall be convened by not less than 21 Clear Days' notice in writing. All other general meetings shall be convened by not less than 14 Clear Days' notice in writing irrespective of whether the meeting is convened to discuss special or ordinary business.

- 62 Subject to the provisions of the Acts, and notwithstanding that it is convened by shorter notice than that specified in Article 61, a general meeting shall be deemed to have been duly convened if it is so agreed:
- 62.1 in the case of an annual general meeting by all the Members entitled to attend and vote at the meeting; and
- 62.2 in 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.
- 63 Every notice convening a general meeting shall specify:
- 63.1 whether the meeting is an annual general meeting or a general meeting;
- 63.2 the place, the day and the time of the meeting;
- 63.3 in the case of special business the general nature of that business;
- 63.4 if the meeting is convened to consider a special resolution the intention to propose the resolution as such; and
- 63.5 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.
- 64 The notice 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 and if more than one for the time being, to each of them.
- 65 The accidental omission to give notice of a meeting, or to send a form of proxy with a notice as required by these Articles, to any person entitled to receive the same, or the non-receipt of a notice of meeting or form of proxy by such a person, shall not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

- 66 All business shall be deemed special that is transacted at a general meeting, and all business that is transacted at an annual general meeting shall also be deemed special with the exception of:
- 66.1 the laying and consideration of the reports of the Directors and Auditors, the annual accounts and any other documents required to accompany or to be annexed to them;
- 66.2 the receipt and consideration of the reports of the audit and Remuneration Committees
- 66.3 the sanction and declaration of dividends;
- 66.4 the appointment and re-appointment of Directors to fill vacancies caused by Directors retiring by rotation or otherwise;
- 66.5 the appointment of Auditors where special notice of such appointment is not required by the Act and the fixing or determination of the manner of fixing of their remuneration;

- 66.6 the giving, variation or renewal of any authority to the Board for the purpose of section 80 of CA 1985 or any power pursuant to section 95 of CA 1985.
- 67 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The absence of a quorum shall not preclude the appointment of a chairman in accordance with the provisions of these Articles, which shall not be treated as part of the business of the meeting. Two Members present in person or by proxy or a duly authorised representative of a corporation which is a Member and entitled to vote upon the business to be transacted at the meeting shall be a quorum.
- 68 If such a quorum is not present within fifteen minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) from the time appointed for the meeting, the meeting, if convened on the requisition of or by Members, shall be dissolved. In any other case it shall stand adjourned to the same place and time one week later, or to such day (not being more than twenty-eight days after the date appointed for the meeting) and to such time and place as the Board may determine. If at any such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the Member present in person or by proxy and entitled to vote upon the business to be transacted at the meeting shall be a quorum.
- 69 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 present and willing to act as chairman at any meeting within five minutes after the time appointed for holding the meeting the Directors present shall choose one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman. If no Director is willing to act as chairman, or if no Director is present within five minutes after the time appointed for holding the meeting, the Members present in person or by proxy and entitled to vote shall choose one of their number to be chairman of the meeting.
- 70 A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting and at any separate meeting of the Holders of any class of Shares in the Company.
- 71 The chairman of a meeting at which a quorum is present may, with the consent of the meeting (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place and if it appears to the chairman that it is likely to be impracticable to hold or continue the meeting, because the number of persons attending or wishing to attend cannot be conveniently accommodated in the place appointed for the meeting, or the unruly conduct of persons attending the meeting prevents or is likely to prevent the continuation of the business of the meeting, he may adjourn the meeting to another time and place without the consent of the meeting. No business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for thirty days or more (otherwise than due to the absence of a quorum) or without a time and place for the adjourned meeting being fixed, at least seven Clear Days' notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting. Otherwise it shall not be necessary to give any such notice.
- 72.1 No amendment or proposed amendment to any ordinary resolution shall be put to or voted upon by the Members at any general meeting or adjourned general meeting unless the Company has received written notice of the amendment or proposed amendment and of the intention of the proposer to attend and propose it at least forty-eight hours before the time fixed for the general meeting. Notwithstanding that no such written notice shall have been given, the chairman, in his absolute discretion, may accept or propose at any general meeting or adjourned general meeting amendments of a minor or formal nature or to correct a manifest error or which he may in his absolute discretion consider fit for consideration at the meeting.

- 72.2 Subject to Article 72.1, if an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.
- 72.3 In the case of a resolution duly proposed as a special resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may be considered or voted upon.
- 73 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, or on the withdrawal of any other demand for a poll, a poll is demanded by:
- 73.1 the chairman of the meeting; or
  - 73.2 at least three Members present in person or by proxy having the right to vote at the meeting; or
  - 73.3 a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or
  - 73.4 a Member or Members present in person or by proxy holding Shares in the Company 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; or
  - 73.5 any Member present in person or by proxy in the case of a resolution to confer, vary, revoke or renew authority or approval for an off-market purchase by the Company of its own Shares;
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
- 74 Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 75 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 76 A poll shall be taken as the chairman of the meeting directs and he may appoint scrutinizers (who need not be Members) and 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.
- 77 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the demand for the poll is made shall be entitled to a casting vote in addition to any other vote he may have.
- 78 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll (other than on the election of a chairman of the meeting or on a question of adjournment) shall not prevent the continuance of a meeting for the transaction of any business other than the question

on which the poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 79 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 80 If it appears to the chairman of the 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 will be duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that a Member who is unable to be accommodated is able (whether at the meeting place or elsewhere)
- 80.1 to participate in the business for which the meeting has been convened;
- 80.2 to hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise); and
- 80.3 to be heard and seen by all other persons present in the same way.
- 81 In addition to any measures which the Board may be required to take due to the location or venue of the meeting, the Board may make any arrangement and impose any restriction it considers appropriate and reasonable in the circumstances to ensure the security of a meeting including, without limitation, the searching of any person attending the meeting and the imposing of restrictions on the items of personal property that may be taken into the meeting place. The Board may refuse entry to or eject from a meeting a person who refuses to comply with any such arrangements or restrictions.

#### VOTES OF MEMBERS

- 82 Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to vote, shall have one vote, and on a poll every Member shall have one vote for every Share of which he is the Holder.
- 83 In the case of joint Holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names of the Holders stand in the Register in respect of the joint holding.
- 84 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, and otherwise exercise all his rights as a Member by his receiver or other person authorised in that behalf appointed by that court, and any such receiver or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote or act shall be deposited at the Registered Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised or, in the case of a poll, at least forty-eight hours before the time appointed for the taking of the poll and in default the right to vote shall not be exercisable.
- 85 Unless the Board otherwise determines, no Member shall attend or vote at any general meeting or at any separate meeting of the holders of any class of Shares in the Company or upon a poll, either in person or by proxy, in respect of any Share held by him or

exercise any other right or privilege conferred by membership in relation to any such meeting or poll unless all calls or other moneys presently payable by him in respect of that Share have been paid.

- 86 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is tendered, and every vote not disallowed at the meeting or poll shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

### PROXIES

- 87 On a poll votes may be given either personally or by proxy. A Member may appoint more than one proxy to attend on the same occasion provided that each proxy is appointed to a different Share (or Shares) held by that Member and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. A proxy shall in that capacity be entitled to speak and vote at any general meeting, A person appointed to act as a proxy need not be a Member of the Company.
- 88 Proxy forms for use in respect of any general meeting shall be sent by the Company to all persons entitled to notice of and to attend and vote at that meeting. The instrument appointing a proxy shall be in writing executed by or on behalf of the appointor or, if the appointor is a corporation, under the hand of a duly authorised officer or attorney and shall be in any common form or in any other form which the Board shall approve. The instrument appointing a proxy shall be deemed (subject to any contrary direction contained in the instrument) to confer authority to demand or join in demanding a poll and to vote on a poll 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. The instrument appointing a proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. If a Member appoints more than one person to act as his proxy the instrument appointing each such proxy shall specify the Shares held by the Member in respect of which each such proxy is authorised to vote and no Member may appoint more than one proxy (save in the alternative) to vote in respect of any one Share held by that Member. When two or more valid but differing instruments of proxy are delivered in respect of the same Share for use at the same meeting or poll, the one which is last delivered (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other 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. No instrument of proxy shall be valid after the expiration of twelve months from the date stated in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date.
- 89 The instrument appointing a proxy and (unless the Board otherwise decides) any authority under which it is executed or a copy of such authority certified notarially or in accordance with the Powers of Attorney Act 1971 or in some other way approved by the Board shall:
- 89.1 if in hard copy form, be deposited at the Registered Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

- 89.2 if in Electronic Form, be received at any address to which the appointment or a proxy may be sent by Electronic Means pursuant to a provision of the Acts or to any other address specified by or on behalf of the Company for the purpose of receiving the appointment of a proxy in Electronic Form in the notice convening the meeting, any form of proxy sent by or on behalf of the Company in relation to the meeting or any invitation to appoint a proxy issued by the Company in relation to the meeting, in each case not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- 89.3 whether in hard copy form or Electronic Form, in the case of a poll taken more than 48 hours after it is demanded be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- 89.4 if in hard copy form, where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting

and where an instrument of proxy is not delivered or deposited in a manner so permitted it shall be invalid.

- 90 Without limiting the foregoing, in relation to any Shares which are held in uncertificated form, the Directors may from time to time permit appointments of a proxy to be made by means of an electronic communication (in accordance with Article 89) in the form of an Uncertificated Proxy Instruction, (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject acting on behalf of the Company as the Directors (subject always to the facilities and requirements of the relevant system concerned)). The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.
- 91 A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Registered Office or at such other place as is specified for the deposit of instruments of proxy not less than two hours before the time for holding the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## REPRESENTATIVES OF CORPORATIONS

- 92 Any corporation (which includes, without prejudice to the foregoing, any company, body corporate (not being a corporation sole), limited partnership or association of persons) which is a Member of the Company may, by resolution of its directors or other governing body, authorise any person it thinks fit to act as its representative at any meeting of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company present in person and shall for the purposes of these Articles be regarded as a Member present in person. Such representative may be

required to produce a copy of such resolution certified by a proper officer of such corporation before being permitted to exercise such powers.

### **CLASS MEETINGS**

- 93 Unless otherwise provided by the terms of issue of any class of Shares of the Company, all the provisions of these Articles relating to general meetings of the Company or to the proceedings at general meetings shall, mutatis mutandis, apply to every separate meeting of the Holders of any class of Shares of the Company, except that in the case of a meeting held in connection with the variation or abrogation of the rights attached to the Shares of the class:
- 93.1 the necessary quorum (other than at an adjourned meeting) shall be two persons at least holding or representing by proxy at least one-third in nominal amount of the issued Shares of the class or, at any adjourned meeting of such Holders, the Holder or Holders of Shares of the class who are present in person or by proxy, whatever his or their holdings;
- 93.2 a poll may be demanded by any Holder of Shares of the class present in person or by proxy; and
- 93.3 the Holders of Shares of the class shall, on a poll, have one vote in respect of every Share of the class held by them respectively.
- 94 For the purposes of these Articles, a general meeting at which no Holder of a Share other than an ordinary Share may, in his capacity as a Member, attend or vote shall also constitute a separate general meeting of the Holders of the ordinary Shares.

### **NUMBER OF DIRECTORS**

- 95 Unless otherwise determined by ordinary resolution of the Company, the number of Directors (other than any Alternate Directors) shall not be less than two but shall not be subject to any maximum.

### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 96 At the first annual general meeting all the Directors shall retire from office, and at every subsequent annual general meeting 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 less than one-third, shall retire from office. If there are fewer than three Directors who are subject to retirement by rotation, one shall retire from office. If any one or more Directors were last appointed or reappointed three years or more prior to the Meeting or were last appointed or reappointed at the third immediately preceding annual general meeting, he or they shall retire from office and shall be counted in obtaining the number required to retire at the Meeting.
- 97 Subject to the provisions of the Acts, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Directors on the same day, those to retire shall (unless they otherwise agree among themselves) 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 date of the notice convening the annual general meeting and no Director shall be required to retire by rotation or be relieved from retiring by rotation by reason of any change in the number or identity of the Directors after the date of the notice but before the close of the meeting.
- 98 If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the

reappointment of the Director is put to the meeting and lost. If he is not reappointed or deemed reappointed, he may retain office until the close of the meeting.

99 No person other than a Director retiring at the meeting shall be appointed or reappointed a Director at any general meeting unless:

99.1 he is recommended by the Board; or

99.2 not less than seven nor more than twenty-one clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of his 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 executed by that person confirming his willingness to be appointed or reappointed.

Every resolution of a general meeting for the appointment or re-appointment of a Director shall relate to one named person and a single resolution for the appointment or reappointment of two or more persons as Directors shall be void.

100 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 additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors.

101 The Board may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Directors who are to retire by rotation at such meeting under these Articles. If not reappointed at such annual general meeting, he shall vacate office at its conclusion.

#### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

102 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 and may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a Director in his place. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. Any person so appointed shall be treated, for the purpose 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.

103 The office of a Director shall be vacated if:

103.1 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

103.2 he becomes incapable by reason of physical incapacity or mental disorder of discharging his duties as a Director and the Board resolves that his office be vacated; or

103.3 he is absent from meetings of the Board during a continuous period of six months without permission of the Board and his Alternate Director (if any) shall not during such period have attended in his stead, and the Board resolves that his office be vacated; or

- 103.4 he ceases to be a Director by virtue of any provision of the Acts, is removed from office or becomes prohibited by law from being a Director; or
- 103.5 he resigns his office by notice to the Company; or
- 103.6 he is removed from office by notice in writing signed by all the other Directors.

#### **ALTERNATE DIRECTORS**

- 104 Any Director may appoint any other Director, or any other person approved by resolution of the Board and willing to act, to be an Alternate Director and may remove from office an Alternate Director so appointed by him.
- 105 The appointment of an Alternate Director shall automatically determine in any of the following events:
  - 105.1 if his appointor terminates the appointment;
  - 105.2 on the happening of any event which, if he were a Director, would cause him to vacate the office of Director;
  - 105.3 if he resigns his appointment by notice to the Company;
  - 105.4 if his appointor ceases for any reason to be a Director otherwise than by retiring and being reappointed or deemed to be reappointed at the meeting at which he retires;
  - 105.5 if he is not a Director and the Board revokes its approval of him by resolution.
- 106 An Alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled at his appointor's request to receive notice of all meetings of the Board and of all meetings of committees of the Board of which his appointor is a Member, to attend and vote and (save as provided in these Articles) be counted in the quorum at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence.
- 107 An Alternate Director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a Director and in respect of his office of Alternate Director may receive such remuneration from the Company as the Board may determine. An Alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- 108 An Alternate Director shall, during his appointment, be an officer of the Company and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 109 Any appointment or removal of an Alternate Director shall be in writing signed by the Director making or revoking the appointment or in any other manner approved by the Board and shall take effect (subject to any approval required by these Articles) upon receipt of such written appointment or removal at the Registered Office or by the Secretary.
- 110 A Director or any other person may act as Alternate Director to represent more than one Director and an Alternate Director shall be entitled at meetings of the Board or any committee of the Board to one vote for every Director whom he represents in addition to his own vote (if any) as a Director.

#### **POWERS OF DIRECTORS**

- 111 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, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Memorandum or these Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by these Articles and a duly convened meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 112 The Board may make such arrangements as the Board thinks fit for the management and transaction of the Company's affairs and may for that purpose appoint local boards, managers and agents and delegate to them any of the powers of the Board with power to sub-delegate.
- 113 The Board may from time to time, by power of attorney executed by the Company or otherwise, appoint any company, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit. Any such power of attorney or other authority may contain such provisions for the protection and convenience of persons dealing with any such attorney or agent as the Board may think fit and may also authorise any such attorney or agent to sub-delegate all or any of the powers, authorities and discretions vested in him.

#### **DELEGATION OF DIRECTORS' POWERS**

- 114 The Board may delegate any of its powers, authorities and discretions (including, without prejudice to the generality of the foregoing, all powers and discretions whose exercise involves or may involve the agreement of the terms of service or termination of employment or appointment of or the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) to any committee consisting of one or more Directors together with any other person or persons approved by the Board, with power to sub-delegate. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Insofar as any power, authority or discretion is delegated to a committee, any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be read and construed as if it were a reference to the exercise of such power, authority or discretion by such committee. Every such committee shall have as a majority of its membership persons who are Directors and no resolution of any such committee shall be effective unless the majority of the persons present (in person or by their Alternate Directors) at the meeting at which it is passed are Directors.

#### **BORROWING POWERS**

- 115 The Board may exercise all the powers of the Company to borrow or raise money and to mortgage and charge its undertaking, property, assets and uncalled capital or any part thereof, and, subject to the Act, to create and issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or any Subsidiary Undertaking or of any third party, save that the maximum amount which may be borrowed without the prior consent of the Company's shareholders by ordinary resolution shall be the greater of 3 x Shareholders' Funds or £50,000,000.

#### **EXECUTIVE DIRECTORS**

- 116 Subject to the provisions of the Acts, the Board may:

- 116.1 appoint one or more of its body to the office of managing director or chief executive or to any other executive office (except that of Auditor) of the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or any Subsidiary Undertaking or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Board determines and it may remunerate any such Director for his services as it thinks fit;
- 116.2 permit any person appointed to be a Director to continue in any other office or employment held by him with the Company or any Subsidiary Undertaking before he was so appointed.
- 117 Any appointment of a Director to the office of managing director or chief executive shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of contract of service between the Director and the Company and he shall not (unless any agreement between him and the Company shall otherwise provide) cease to hold his office as Director by reason only of his ceasing to be managing director or chief executive.
- 118 An Executive Director shall not be exempt from retirement by rotation, and (unless any agreement between him and the Company shall otherwise provide) he shall not cease to hold his office or employment with the Company by reason only of his ceasing to be a Director nor cease to be a Director if he ceases from any cause to hold the office or employment by virtue of which he is termed an Executive Director.
- 119 The emoluments and benefits of any Executive Director for his services as such shall be determined by the Board (or by its remuneration committee, if any) and may be of any description, and (without limiting the generality of the foregoing) may include membership of any scheme or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants or, apart from membership of any such scheme or fund, the payment of a pension or other benefits to him or his dependants on or after retirement or death.
- 120 The Board may delegate or entrust to and confer upon any Executive Director any of the powers, authorities and discretions exercisable by it (with power to sub-delegate) upon such terms and conditions and with such restrictions as it thinks fit and either collaterally with or to the exclusion of its own powers and may from time to time revoke, withdraw or vary all or any part of such powers.

### **ASSOCIATE DIRECTORS**

- 121 The Board may at any time and from time to time appoint any person to be an associate director having such title, including the word "director", as the Board may decide and may at any time remove any person so appointed. A person so appointed shall not be a Director of the Company and shall not be a member of the Board. Subject as aforesaid, the Board may define and limit the powers and duties of any associate director and may determine his remuneration which may be in addition to any other remuneration receivable by him from the Company or any Subsidiary Undertaking.

### **REMUNERATION OF DIRECTORS**

- 122 The remuneration of the Directors (other than any Executive Directors appointed under these Articles) shall be such amount as the Directors shall from time to time determine provided that, unless otherwise approved by the Company in general meeting, the aggregate of the remuneration of such Directors shall not exceed £500,000 per year. The remuneration shall be divided among such Directors in such manner as the Directors may

determine. A Director holding office for part only of a year shall be entitled to a proportionate part of a full year's remuneration.

- 123 Any Director who, by request of the Board, performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Company in general meeting may from time to time determine.

### **DIRECTORS' EXPENSES**

- 124 The Directors may be paid all reasonable travelling, hotel and other expenses as they may properly incur in connection with their attendance at meetings of the Board or of committees of the Board or general meetings or separate meetings of the Holders of any class of Shares or debentures of the Company or otherwise in connection with the discharge of their duties including expenses incurred by them in obtaining independent professional advice.

### **DIRECTORS' GRATUITIES AND PENSIONS**

- 125.1 The Board may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a Subsidiary Undertaking or a predecessor in business of the Company or of any Subsidiary Undertaking, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.
- 125.2 Subject to the Acts, the Board may establish and maintain any employees' share scheme, share option or other share incentive scheme and establish (if such scheme so provides) and contribute to any scheme for the purchase by or transfer allotment or issue to trustees of Shares to be held for the benefit of employees (including Directors) of the Company and lend money to such trustees or employees to enable them to purchase Shares.

### **DIRECTORS' INTERESTS**

- 126 The Directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a Director infringing his duty to avoid a Conflict Situation provided that, for this purpose, the Director in question and any other interested Director are not counted in the quorum at any Board meeting at which such matter is authorised and it is agreed to without their voting on the matter or would have been agreed to if their votes had not been counted.
- 127 Any authorisation given under Article 126 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.
- 128 Where the Directors give authority under Article 126:
- 128.1 they may (whether at the time of giving the authority or subsequently) require that the relevant Director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at Directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant Director such other terms for the purpose of the authorisation as they think fit and:

- a) the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the authorisation; and
  - b) the relevant Director will not infringe any duty he owes to the Company by virtue of Sections 171 to 177 of the CA 2006 provided that he acts in accordance with such terms;
- 128.2 they may provide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- 128.3 the Directors may revoke or vary the authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority.
- 129 Subject to the provisions of the Acts, and provided that he has disclosed to the Board the nature and extent of any interest of his in accordance with Article 134 or 135, a Director notwithstanding his office:
- 129.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - 129.2 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
  - 129.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the Directors pursuant to Article 134 or 135 (subject in any case to any limits or conditions to which such authorisation was subject).
- 130 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.
- 131 For the purposes of Sections 175 and 180(4) of the CA 2006 and for all other purposes, and notwithstanding the provisions of Articles 137.1 to 137.2, it is acknowledged that a Director may be or become subject to a Group Conflict Situation or Group Conflict Situations.
- 132 A Director's duties to the Company arising from his holding office as Director shall not be breached or infringed as a result of any Group Conflict Situation having arisen or existing in relation to him and such Group Conflict Situation shall, for the purposes of Section 180(4) of the CA 2006, be deemed to be authorised.
- 133 Any Director the subject of a Conflict Situation which is authorised pursuant to Article 126 or a Group Conflict Situation shall:
- 133.1 not be held accountable to the Company for any benefit he directly or indirectly derives from his involvement in any Group Company;
  - 133.2 be entitled to receive notice (including any relevant Board papers) of, attend, count in the quorum towards and vote at Board meetings relating in any way to, and deal generally with, matters concerning,

connected with or arising from the Group Conflict Situation concerned;  
and

- 133.3 be entitled to keep confidential and not disclose to the Company any information which comes into his possession as a result of such Group Conflict Situation where such information is confidential as regards any third party.

### **DISCLOSURE OF INTERESTS TO BOARD**

- 134 A Director who, to his knowledge, is in any way (directly or indirectly) interested in any proposed contract, arrangement, transaction or proposal with the Company shall, before such contract, arrangement, transaction or proposal is entered into by the Company, declare the nature and extent of his interest to the Board in accordance with the provisions of this Article 134.
- 135 A Director who, to his knowledge, is in any way (directly or indirectly) interested in any transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the Board as soon as reasonably practicable in accordance with the provisions of this Article 135.
- 136 Any declaration of an interest pursuant to Articles 134 and 135 shall, subject to Article 137, be made at the meeting of the Board at which the question of entering into the proposed contract, arrangement, transaction or proposal is first considered after the Director concerned becomes aware that he is so interested or, in the case of a transaction or arrangement already entered into by the Company, at the first meeting of the Board after the Director concerned becomes aware that he is or has become so interested.
- 137 For the purposes of this Article and Articles 138 to 142:
- 137.1 a Director may give a general notice to the Board to the effect that he has an interest (stating the nature and extent of that interest) in a specified body corporate or firm or that he is connected to a specified person or persons (stating the nature of such connection) and is to be regarded as interested in any transaction or arrangement between the Company and any such body corporate, firm or person and such general notice shall be deemed to be a sufficient disclosure under Articles 134 and 135 in relation to such contracts, arrangements, transactions or proposals;
- 137.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 137.3 a declaration of interest by a Director may be made by sending it to the Board in writing or at a meeting of the Directors and a general notice shall not be effective unless it is given at a meeting of the Directors or the Director concerned takes reasonable steps to ensure that it is brought up and read at the next Board Meeting after it is given.

### **INTERESTED DIRECTOR NOT TO VOTE OR COUNT FOR QUORUM**

- 138 Save as provided in this Article and in Articles 126, 127 and 128, a Director shall not vote on or be counted in the quorum in relation to any resolution of the Board or of a committee of the Board concerning any contract, arrangement, transaction

or any other proposal whatsoever to which the Company is or is to be a party and in which he has (directly or indirectly) an interest which is material or a duty which conflicts with the interests of the Company unless his duty or interest arises only because the resolution relates to one of the matters set out in the following subparagraphs in which case he shall be entitled to vote and be counted in the quorum:

- 138.1 the giving to him of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its Subsidiary Undertakings;
  - 138.2 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its Subsidiary Undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - 138.3 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its Subsidiary Undertakings in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting or which he is to participate;
  - 138.4 any proposal concerning any other body corporate in which he (together with persons connected with him within the meaning of sections 252 to 255 of the CA 2006) does not to his knowledge have an interest (as the term is used in sections 820 to 825 of the CA 2006) in one per cent or more of the issued equity share capital of any class of such body Corporate or of the voting rights available to members of either such company;
  - 138.5 any proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
  - 138.6 any contract, arrangement, transaction or other proposal concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons who include Directors:
  - 138.7 the giving of an indemnity pursuant to Article 187; or
  - 138.8 the provision of funds to any Director to meet, or the doing of anything to enable a Director to avoid incurring, expenditure of the nature described in section 205(1) of the 2006 CA 2006.
- 139 An interest of a person who is, for any purpose of the Act (excluding any such modification thereof not in force when these Articles became binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has.

#### **DIRECTOR'S INTEREST IN OWN APPOINTMENT**

- 140 A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or termination) of two or more Directors to offices or places of profit with the Company or any company in which the Company is interested such proposals may be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not otherwise debarred from voting under these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

#### **CHAIRMAN'S RULING CONCLUSIVE ON DIRECTOR'S INTEREST**

- 141 If any question arises at any meeting of the Board or any committee of the Board as to the materiality of a Director's interest (other than the Chairman's interest) or as to the entitlement of any Director (other than the Chairman) to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question (unless the Director concerned is the Chairman in which case Article 142 shall apply) shall before the conclusion of the meeting be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed and provided that any such question shall, for the purposes of disclosure of such interests in the accounts of the Company, be finally and conclusively decided by a majority of the Directors (other than the Director concerned).

#### **DIRECTORS' RESOLUTION CONCLUSIVE ON CHAIRMAN'S INTEREST**

- 142 If any question arises at any meeting of the Board or any committee of the Board as to the materiality of the Chairman's interest or as to the entitlement of the Chairman to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall before the conclusion of the meeting be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Chairman has not been fairly disclosed and provided that any such question shall, for the purposes of disclosure of such interests in the accounts of the Company, be finally and conclusively decided by a majority of the Directors (other than the Chairman concerned).

**PROCEEDINGS OF THE BOARD AND ITS COMMITTEES**

- 143 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to a Director who is absent from the United Kingdom, unless he has given notice to the Company of an address within the United Kingdom to which notice should be sent during his absence or he has requested that notice be sent to him by Electronic Means to such address for the time being notified by him to the Company for this purpose. A Director may waive notice of any meeting either prospectively or retrospectively.
- 144 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
- 145 The quorum for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be two. A person who holds office as an Alternate Director shall, if his appointor is not present, be counted in the quorum provided that a Director or Alternate Director who attends a meeting of the Board shall for the purposes of a quorum be counted as one person notwithstanding that he also attends such meeting as an Alternate Director or that he attends as an Alternate Director appointed by more than one Director.
- 146 Any Director or other person may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any person participating in the meeting in this manner shall be deemed to be present in person at that meeting. 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, at the place where the chairman of the meeting is at the time the meeting is held
- 147 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in the Board but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies in the Board or of calling a general meeting.
- 148 The Board may appoint one of its number to be the chairman of the Board and one or more deputy chairmen and may at any time remove them from office. Unless he is unwilling to do so, the chairman of the Board shall preside at every meeting of the Board at which he is present. But if there is no chairman of the Board or deputy chairman holding office, or if at any meeting neither the chairman of the Board nor a deputy chairman is present and willing to preside within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 149 A resolution in writing or contained in an electronic communication signed by all the Directors entitled to receive notice of a meeting of the Board (not being less than the number required to form a quorum of the Board) or all members of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an Alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an Alternate Director, it need not be signed by the Alternate Director in that capacity.
- 150 All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director, Alternate Director or member of a committee shall, notwithstanding

that it be afterwards discovered that there was a defect in the appointment or continuance in office of any Director, Alternate Director or person acting as aforesaid, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director, Alternate Director or member of a committee and had been entitled to vote.

### SECRETARY

- 151 Subject to the provisions of the Acts, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit and any Secretary so appointed may be removed by the Board. Two or more persons may be appointed as joint secretaries and the Board may also appoint from time to time on such terms as it may think fit one or more temporary or assistant or deputy secretaries.

### MINUTES

- 152 The Board shall cause minutes to be made in books kept for the purpose:
- 152.1 of all appointments of officers made by the Board; and
- 152.2 of all proceedings at meetings of the Company, of the Holders of any class of Shares, and of the Board, and of committees of the Board, including the names of the Directors present at each such meeting.

Any such minutes, if purporting to be signed by the chairman of the meeting to which they relate or of the meeting at which they are approved, shall be sufficient evidence without any further proof of the facts stated in them.

### THE SEAL

- 153 If the Company has a Seal it shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.
- 154 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.

### DIVIDENDS

- 155 Subject to the provisions of the Acts, the Company may by ordinary resolution declare Dividends in accordance with the respective rights of the Members, but no dividend shall exceed the amount recommended by the Board.
- 156 Except as otherwise provided by the rights attached to the Shares, all Dividends shall be declared and paid according to the amounts paid up on the Shares on which the Dividend is paid but (for the purposes of this Article only) no amount paid on a Share in advance of calls shall be treated as paid on the Share. All Dividends shall be apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the Dividend is paid; but, if any Share is issued on terms providing that it shall rank for dividend as from a particular date, that Share shall rank for Dividend accordingly.
- 157 Subject to the provisions of the Acts, the Board may pay interim Dividends if it appears to the Board that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes of Shares, the Board may pay interim Dividends on Shares which confer deferred or non-preferred rights with regard to Dividend as well as on Shares which confer preferential rights with regard to Dividend,

but no interim Dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential Dividend is in arrears. The Board may also pay at intervals settled by it any Dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Board acts in good faith the Directors shall not incur any liability to the Holders of Shares conferring preferred rights for any loss that they may suffer by the lawful payment of an interim Dividend on any Shares having deferred or non-preferred rights.

- 158 The Board may deduct from any Dividend or other moneys payable on or in respect of a Share to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to Shares of the Company.
- 159 No Dividend or other moneys payable in respect of a Share shall bear interest as against the Company unless otherwise provided by the rights attached to the Share. All unclaimed Dividends may be retained by the Company or invested or made use of by the Company as the Board may think fit until they are claimed and so that the Company shall not be obliged to account for any interest or other income derived from them nor shall it be constituted a trustee in respect of them or be responsible for any loss thereby arising. Any interest or profits earned on unclaimed Dividends invested or otherwise made use of shall belong to the Company. Any Dividend which has remained unclaimed for twelve years from the date when it became due for payment shall be forfeited and cease to remain owing by the Company.
- 160 Any Dividend or other moneys payable in respect of a Share shall belong and be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such Dividend shall be declared or at the date on which such other moneys shall be payable respectively, or at such other date as the Company by ordinary resolution or the Board may determine, notwithstanding any subsequent transfer or transmission of Shares.
- 161 The Board may pay the Dividends or other moneys payable on Shares in respect of which any person is entitled to be registered as Holder by transmission to such person upon production of such evidence as would be required if such person desired to be registered as a Member in respect of such Shares.
- 162 Any Dividend or other moneys payable in cash in respect of a Share may be paid by:
- 162.1 cheque or warrant sent by post to the address in the Register of the person entitled to the moneys or, if two or more persons are the Holders of the Share or are jointly entitled to it by reason of the death or bankruptcy of the Holder or otherwise by operation of law, to the address in the Register of that one of those persons who is first named in the Register in respect of the joint holding or to such person and to such address as the person or persons entitled to the moneys may in writing direct. Every such cheque or warrant shall be made payable to the person or persons entitled to the moneys or to such other person as the person or persons so entitled may in writing direct and shall be sent at the risk of the person or persons so entitled and payment of the cheque or warrant shall be a good discharge to the Company. Any such cheque or warrant may be crossed "account payee" although the Company shall not be obliged to do so;
  - 162.2 bank transfer to such account as the person or persons entitled to the moneys may in writing direct; or
  - 162.3 such other method of payment as the person or persons entitled to the moneys may in writing agree to including, in the case of uncertificated Shares, by means of the relevant system concerned (subject always to the facilities and requirements of that relevant system) payment by bank transfer or the making of payments in accordance with the facilities and requirements of the relevant system concerned shall be a good discharge to the Company. The Company

shall not be responsible for any loss of any cheque, warrant and any payment made by direct debit, bank or other funds transfer systems or such other method shall be at the sole risk of the Holder or joint Holders.

163 If in respect of Dividends or other moneys payable in respect of any Shares cheques or warrants have been sent through the post in accordance with the provisions of the preceding Article but have been returned undelivered or left uncashed during the periods for which they are valid or bank transfers or other funds transfer systems have not been accepted either:-

163.1 on two consecutive occasions; or

163.2 on any one occasion and reasonable enquiries have failed to establish another address or account of the person entitled to the moneys;

the Company need not thereafter despatch further cheques or warrants or give instructions for bank transfers or other funds transfer systems in payment of dividends or other moneys payable on or in respect of the Share in question until the Member or other person entitled thereto shall have communicated with the Company and supplied in writing to the Transfer Office a new address or account to be used for the purpose.

164 Any general meeting declaring a Dividend may, upon the recommendation of the Board, direct payment or satisfaction of such Dividend wholly or in part by the distribution of specific assets and including fully paid Shares or debentures of any other company, and the Board shall give effect to such directions. Where any difficulty arises in regard to the distribution, the Board may settle the same as it thinks expedient, and in particular may fix the value for distribution of such specific assets or any part thereof and may determine that cash payment shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of those entitled to participate in the dividend, and may vest any such specific assets in trustees, upon trust for the Members entitled to the dividend, as may seem expedient to the Board.

165 The Board may, with the sanction of an ordinary resolution of the Company, offer the Holders of Shares the right to elect to receive Shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of such Dividend or Dividends as are specified by such resolution. The following provisions shall apply:

165.1 the resolution may specify a particular Dividend, or may specify all or any Dividends declared or paid within a specified period, but such period shall end not later than the beginning of the annual general meeting in the fifth year following that in which such resolution is passed;

165.2 the entitlement of each Holder of Shares to new Shares shall be such that the value of such new Shares shall be as nearly as possible equal to (but not in excess of) the cash amount that such Holders would otherwise have received by way of Dividend. For this purpose the value of a Share shall be the average of the middle market quotations for such a Share as derived from the London Stock Exchange Daily Official List on such five consecutive dealing days as the Directors shall determine provided that the first of such dealing days shall be on or after the day when the Shares are first quoted "ex" the relevant Dividend;

165.3 no fraction of a Share may be allotted and the Board may make such provision as it thinks fit for any fractional entitlements including provision:-

165.3.1 for the whole or part of the benefit of fractional entitlements to be disregarded or to accrue to the Company; or

- 165.3.2 for the value of fractional entitlements to be accumulated on behalf of a Member (without entitlement to interest) and applied in paying up new Shares in connection with a subsequent offer by the Company of the right to receive Shares instead of cash in respect of a future Dividend;
- 165.4 the Board, after determining the basis of allotment, shall notify the Holders of Shares in writing of the right of election offered to them and (except in the case of any Holder from whom the Company has received written notice in such form as the Board may require which is effective for the purposes of the relevant Dividend that such Holder wishes to receive Shares instead of cash in respect of all future Dividends in respect of which the Board offers the Holders of Shares the right to elect to receive Shares as aforesaid) shall send with, or following, such notification, forms of election and specify the procedure to be followed and place at which, and the latest date and time by which, duly completed forms of election must be lodged in order to be effective;
- 165.5 the Dividend (or that part of the Dividend in respect of which a right of election has been offered) shall not be payable on Shares in respect of which such election has been duly made ("the elected shares") and instead additional Shares shall be allotted to the Holders of the elected shares on the basis of allotment determined as provided above. For such purpose the Board shall capitalise out of such of the sums standing to the credit of reserves (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 such basis and shall apply the same in paying up in full the appropriate number of unissued Shares for allotment and distribution to and amongst the Holders of the elected shares on such basis;
- 165.6 the additional Shares so allotted shall rank *pari passu* in all respects with the fully-paid Shares of that class then in issue save only as regards participation in the relevant Dividend;
- 165.7 the Board may on any occasion determine that rights of election shall only be made available subject to such exclusions, restrictions or other arrangements as it may in its absolute discretion deem necessary or desirable in order to comply with legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory.
- 166 If several persons are entered in the Register as joint holders of any Share or are jointly entitled to a Share, any one of them may give receipts for any Dividend or other moneys payable in respect of the Share and the Board may deduct from the Dividends or other moneys payable in respect of any Share held jointly by several persons all sums of money (if any) presently payable to the Company from any one or more of the Holders on account of calls or otherwise in relation to Shares in the Company held in the joint names of all (but not some only) of such Holders.

## ACCOUNTS

- 167 No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Acts or authorised by the Board or by ordinary resolution of the Company.
- 168 Save as provided in Article 169, a copy of the annual accounts of the Company together with a copy of the Auditors' report and the Directors' report and every other document required by law to be attached to them shall, not less than twenty-one days before the date of the general meeting at which copies of those documents are to be laid, be sent to every Member and to every debenture holder of the Company and to every other person

who is entitled to receive notices from the Company of general meetings and to the secretary of any stock exchange on which any part of the share or loan capital of the Company is for the time being listed.

169 Copies of the documents referred to in Article 168 need not be sent:

169.1 to a person who is not entitled to receive notices of general meetings and of whose address the Company is unaware; or

169.2 to more than one of the joint Holders of Shares or debentures in respect of those Shares or debentures.

Provided that any Member or debenture holder to whom a copy of such documents has not been sent shall be entitled to receive a copy free of charge on application at the Registered Office.

170 The Company may, in accordance with section 426 of CA 2006 and any regulations made under it, send a summary financial statement to any of the persons otherwise entitled to be sent copies of the documents referred to in Article 168 instead of or in addition to these documents and, where it does so, the statement shall be delivered or sent by post to such person not less than twenty-one days before the general meeting at which copies of those documents are to be laid. The accidental omission to send any document to any person under Articles 168 to 169 or the non receipt of any document by any person entitled to receive it shall invalidate any such document or the proceedings at any general meeting.

#### CAPITALISATION OF PROFITS

171 The Board may with the authority of an ordinary resolution of the Company:

171.1 subject as subsequently provided in these Articles, resolve to capitalise all or any part of the profits of the Company to which this Article applies;

171.2 appropriate the sum resolved to be capitalised to the Members who would have been entitled to it if it were distributed by way of Dividend and in the same proportions and apply such sum on their behalf either:

(a) in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by them respectively; or

(b) 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 to those Members, or as they may direct, in those proportions; or partly in one way and partly in the other;

171.3 make such provision by the issue of fractional securities or by payment in cash or otherwise as it determines in the case of Shares or debentures otherwise becoming distributable under this Article in fractions; and

171.4 authorise any person to enter on behalf of all the Members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such Members.

171.5 The profits of the Company to which this Article applies shall be any undivided profits of the Company not required for paying fixed dividends on any preference shares or other Shares issued on special conditions and shall be deemed to include:

171.5.1 any reserves arising from appreciation in capital assets or ascertained by valuation; and

171.5.2 any other amounts for the time being standing to any reserve or reserves including capital redemption reserve and share premium account;

Provided that to the extent required by the Acts:-

(a) the Company shall not apply an unrealised profit in paying up debentures or any amounts unpaid on any of its issued Shares; and

(b) the only purpose to which sums standing to share premium account or capital redemption reserve shall be applied pursuant to this Article shall be the payment up in full of unissued Shares to be allotted and distributed as aforesaid.

## NOTICES

172 Any notice or other document to be given by or to any person pursuant to these Articles (other than a notice convening a meeting of the Board or a committee of the Board or notice of a general meeting given in accordance with Articles 61 to 65) shall be in writing and, subject to any contrary provision in these Articles, may be given in hard copy form or in Electronic Form and may be given by Electronic Means.

173 Any notice or document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid cover (in such form as any Director or the Secretary may determine) addressed to such Member at his registered address, or (if he has no registered address within the United Kingdom) to the postal address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices, or by delivering it to such address addressed as aforesaid. In the case of a Member registered on a branch register any such notice or document may be posted either in the United Kingdom or in the territory in which such branch register is maintained. In the case of joint Holders of a Share, all notices and other documents shall be given to the joint Holder whose name stands first in the Register in respect of the joint holding and notice so given shall be sufficient notice to all the joint Holders.

174 The Company is generally and unconditionally authorised to use Electronic Means to send or supply documents or information to its Members including (but not limited to) making them available on a website. Accordingly, the Company may, subject to the provisions of the Acts, give or send to any Members any notice or other document (excluding a share certificate) by Electronic Means where:

174.1 the Company and that Member have agreed to the use of Electronic Means for sending copies of documents to the Member and:

- a) the documents are documents to which the agreement applies; and
  - b) copies of the documents are sent using Electronic Means to such address (or to one of such addresses if more than one) as may for the time being be notified by the Member to the Company for that purpose; or
- 174.2 the Company and that Member have agreed to that Member having access to documents on a website (instead of the documents being sent to him) and:
- a) the documents are documents to which the agreement applies; and
  - b) the text and images in the documents can be (as appropriate) read or seen using the naked eye; and
  - c) the Member is notified in a manner for the time being agreed for the purpose between the Member and the Company of:
    - i) the presence of the documents on a website;
    - ii) the address of that website;
    - iii) the place on that website where the documents may be accessed and how they may be accessed;
    - iv) the period of time for which the documents will be available on the website, which must be the period specified in the applicable provision of the Acts or, if there is no such period specified, for a period of not less than twenty-eight days from the date of notification or, if later, until the conclusion of any general meeting to which the documents relate; and
    - v) the documents are published on that website throughout the period referred to in Article 174.2(c)(iv) above, provided that, if the documents are published on that website for a part but not all of such period, the documents will be treated as published throughout that period if the failure to publish those documents throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- 175 A Member whose address in the Register is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
- 176 A Member present, either in person or by proxy, at any meeting of the Company or of the Holders of any class of Shares (and, where such person is one of the joint Holders of a Share, all the joint Holders) shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 177 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member or otherwise by operation of law by

sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or other event giving rise to the transmission of the Share by operation of law had not occurred. Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the Register, has been duly given to a person from whom he derives his title.

- 178 If the Company has suspended the despatch of cheques or warrants to any Member or other person entitled thereto in accordance with the provisions of these Articles or, if on three consecutive occasions notices have been sent through the post to any Member or other person entitled thereto at his registered address or address for service but have been returned undelivered, such Member or other person entitled thereto shall not thereafter be entitled to receive notices from the Company until he shall have communicated with the Company and supplied in writing to the Transfer Office a new registered address or address within the United Kingdom for the service of notices.
- 179 Any notice or other document if served by post shall be deemed to have been served on the day following that on which the envelope containing the same is posted (by whatever class of post). In proving such service it shall be sufficient to prove that the envelope containing the notice or document was properly addressed, stamped and posted. Any notice or other document delivered to or left at a registered address or address for service or otherwise than by post shall be deemed to have been served on the day it is so delivered or left. A notice or other document sent using an electronic communication shall be deemed to be received at the expiration of 24 hours after the time it is sent. Proof that a notice or document contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other documents was received.

#### **NOTICE BINDING ON TRANSFEREES**

- 180 Every person who, by operation of law, transfers 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 given by the Company under Section 793 of CA 2006) which, before his name is entered in the Register, has been duly given to a person from whom he derives his title.

#### **AUTHENTICATION AND DESTRUCTION OF DOCUMENTS**

- 181 Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any document affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee of the Board, and any books, records, documents and accounts relating to the business of the Company and may certify copies thereof or extracts therefrom as true copies or extracts. Except in the case of manifest error a document which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company in good faith that the document is true and complete and in the case of a copy of a resolution or an extract from the minutes of the Board or any committee of the Board that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting. The Board may decide the terms and conditions upon which a document contained in an electronic communication which is required by the Articles to be executed or signed is to be treated as validly executed or signed.

- 182 It shall be presumed conclusively in favour of the Company that every entry on the Register purporting to have been made on the basis of an instrument of transfer or other document destroyed by the Company was duly and properly made and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, and that every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and that every other document mentioned in Article 182.1 below so destroyed was a valid and effective document in accordance with the recorded particulars of it in the books and records of the Company and that every paid dividend warrant and cheque so destroyed was duly paid, provided always that:
- 182.1 six years shall have elapsed since the date of registration of the relevant instrument of transfer of Shares and two years shall have elapsed since the date of recording of the relevant dividend mandate or notification of change of name or address and one year shall have elapsed since the recorded date of payment of the relevant dividend cheque or cancellation of the relevant cancelled share certificate; and
- 182.2 the Company is not shown to have destroyed a document in bad faith or with actual notice of any claim (regardless of the parties) to which the document might be relevant.
- 183 The Company shall be entitled to destroy any such document after the relevant period referred to in Article 182 but nothing in these Articles shall be construed as imposing upon the Company any duty to retain any document for such period.
- 184 References in Articles 181 to 183 to the destruction of any document include references to its disposal in any manner.

#### WINDING UP

- 185 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Acts, divide among the Members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as he with the like sanction determines, but no Member shall be compelled to accept any assets upon which there is a liability.
- 186 On a return of capital on a winding up pursuant to Article 185, the assets of the Company available for distribution to Members shall be distributed rateably amongst the Holders of the Ordinary Shares according to the nominal value of their respective holdings of such Shares.

#### RIGHT TO INDEMNITY

- 187 Subject to the provisions of the Acts (but so that this Article 187 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company shall without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any Director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:
- 187.1 the Company;
- 187.2 any associated company; and

187.3 any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee where for the purposes of this Article 187, the expression “**associated company**” bears the same meaning as in section 256 of CA 2006.

188 Subject to the provisions of, and so far as may be consistent with, the Acts, the Board shall have power to:

188.1 provide a Director or former Director of the Company or of any associated company with funds to meet expenditure incurred or to be incurred by him in:

- a) defending any civil or criminal proceedings in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company of the Company; or
- b) connection with any application for relief under the provisions mentioned in Section 205(5) of CA 2006; and

188.2 do such things to enable any such Director to avoid incurring such expenditure.

189 Any provision of funds or other things done under Article 188 above shall be subject always to the terms set out in Section 205(2) of CA 2006.

### **POWER TO INSURE**

190 Subject to the provisions of the Acts, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer or employee of the Company or of any other company which is a subsidiary or Subsidiary Undertaking of the Company or in which the Company has an interest whether direct or indirect who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such other company or Subsidiary Undertaking is or has been interested, indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee and which may lawfully be insured against by the Company.

### **WARRANTS OR OPTIONS TO SUBSCRIBE FOR SHARES**

191 The Company may, subject to the provisions of the Acts and of these Articles, issue warrants or grant options to subscribe for Shares in the Company. Such warrants or options shall be issued upon such terms and subject to such conditions as may be resolved upon by the Board including, without prejudice to the generality of the foregoing, terms and conditions which provide that, on a winding up of the Company, a holder of warrants or grantee of options may be entitled to receive, out of the assets of

the Company available in the liquidation pari passu with the Holders of Shares of the same class as the Shares in respect of which the subscription rights conferred by the warrants or the options can be exercised, such a sum as he would have received had he exercised the subscription rights conferred by his warrants or options prior to the winding up but after deduction of the price (if any) payable on exercise of such subscription rights.