

The Companies Act 2006

PUBLIC COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

OF

Fiske plc

(Adopted by special resolution passed on 1 October 2009)

Incorporated: 21 April 1988
Company Number: 2248663

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PUBLIC COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION OF Fiske plc

(Adopted by special resolution passed on 1 October 2009)

PRELIMINARY

1. EXCLUSION OF OTHER REGULATIONS

This document comprises the Articles of the company and no regulations set out in any Statute or statutory instrument concerning companies shall apply as articles of association of the company.

2. INTERPRETATION

2.1 In these Articles (if not inconsistent with the subject or context) the words and expressions set out below shall bear the following respective meanings:-

"Act" the Companies Act 2006;

"acting in concert" has the meaning ascribed to such expression in the Code;

"Articles" these articles of association as from time to time altered by special resolution;

"Auditors" the auditors of the company for the time being;

"clear days" in relation to the period of notice means that period calculated in accordance with section 360 of the Act;

"Code" the City Code on Takeovers and Mergers in force in the United Kingdom from time to time;

"Company's website" the website, operated or controlled by the company, which contains information about the company in accordance with the Statutes;

"connected person" has the meaning given in section 839 of the Income and Corporation

Taxes Act 1988;

"Director" a director of the company from time to time;

"Directors" the directors from time to time of the company or the directors present or deemed to be present at a duly convened meeting of the directors at which a quorum is present;

"electronic communication" has the same meaning as in section 15 of the Electronic Communications Act;

"Electronic Communications Act" means the Electronic Communications Act 2000;

"equity share capital" has the meaning given in section 548 of the Act;

"group" the company and its subsidiaries from time to time;

"in writing" and **"written"** written or reproduced by any substitute for writing or partly one and partly another;

"London Stock Exchange" London Stock Exchange plc;

"member" a member of the company or a member of a committee of the Directors as the context requires;

"Month" calendar month;

"Office" the registered office of the company for the time being;

"Operator" a person approved under the Regulations as Operator of a relevant system (as defined in the Regulations);

"Ordinary Shares" the ordinary shares of 25p each in the capital of the company from time to time in issue;

"paid" or **"paid up"** paid up or credited as paid up thereon;

"Register" the register of members of the company kept pursuant to the Act;

"Regulations" the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) (as amended from time to time);

"Seal" the common seal of the company;

"Secretary" the secretary of the company for the time being or any other person appointed

to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;

"Securities Seal" an official seal kept by the company by virtue of section 50 of the Act;

"Shareholder Information" notices, documents or information which the company wishes or is required to communicate to shareholders including, without limitation, annual reports and accounts, interim financial statements, summary financial statements, notices of meetings and proxy forms;

"Statutes" the Act, the Companies Act 1985 and 1989 and every other act, order, regulation or other subordinate legislation made pursuant thereto for the time being in force concerning or affecting companies and affecting the company (including, without limitation, the Electronic Communications Act);

"Stock Exchange Nominee Company" a company formed by a member of the Stock Exchange solely to hold assets as a nominee for others regulated by the rules of the London Stock Exchange;

"Transfer Office" the place where the Register is situate for the time being;

"United Kingdom" Great Britain and Northern Ireland;

"website communication" the publication of a notice or other Shareholder Information on the company's website in accordance with Part 4 of Schedule 5 to the Act; and

"Year" calendar year.

Words importing the masculine gender include the feminine gender. Words importing persons include bodies corporate and unincorporated associations. Words importing the singular shall, where the context so permits, include a reference to the plural and vice versa.

Subject as aforesaid any words or expressions defined in the Act, the Electronic Communications Act or the Regulations shall (if not inconsistent with the subject or context) bear the same meaning in these Articles.

References to a share being in uncertificated form are references to that share being an uncertificated unit of a security and references to that share being in certificated form are references to that share being a certificated unit of a security, provided that any reference to a share in uncertificated form applies only to a share of a class which is, for the time being, a participating security, and only so long as it remains a participating security.

Reference to any act, statute or statutory provision shall include any statutory modification, amendment or re-enactment thereof and every other act, order, regulation or other subordinate legislation made pursuant thereto from time to time in force.

A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles.

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

- 2.2** Notwithstanding any other provisions of these Articles, any provision in these Articles which is inconsistent with the Regulations or any Statutes or other regulations from time to time in force in relation to the holding of shares in uncertificated form or the transfer thereof by means of a relevant system (as defined in the Regulations) shall not apply in relation to any shares which are to be so held or transferred and shall accordingly be construed as if such provision incorporates such amendment as may be necessary to make it consistent with the aforesaid legislation.

3. REGISTERED OFFICE

The company's registered office is to be situated in England and Wales.

4. LIMITED LIABILITY

The liability of the members is limited.

SHARE CAPITAL

5. VARIATION OF CLASS RIGHTS

- 5.1** Whenever the share capital of the company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of the class, or with the sanction of a resolution passed at a separate general meeting of such holders (but not otherwise), and may be so varied or abrogated either whilst the company is a going concern or during or in contemplation of a winding-up.
- 5.2** Article 5.1 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.
- 5.3** Save as aforesaid, the special rights attached to any class of shares shall not, unless otherwise expressly provided by the terms of issue thereof, be deemed to be varied or abrogated by the creation or issue of further shares ranking as regards participation in the profits or assets of the company in some or all respects *pari passu* therewith but in no respect in priority thereto or by the redemption by the company of its own shares in accordance with the provisions of the Statutes.

6. NON-VOTING" AND "LIMITED VOTING" SHARES

Any class of shares issued without the right to vote at general meetings shall include the words "**non-voting**" in the name by which the same is designated, and where the equity capital of the company includes shares with different voting rights the designation of each such class (other than the class with the most favourable voting rights attached thereto) shall include the words "limited voting".

ALTERATION OF SHARE CAPITAL

7. INCREASE, CONSOLIDATION, CANCELLATION AND SUB-DIVISION

7.1 The company may from time to time by ordinary resolution alter its share capital in accordance with the Act. Except as otherwise provided by or pursuant to these Articles or by the conditions of issue, all new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

7.2 A resolution to sub-divide shares may determine that, as between the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the company has power to attach to unissued or new shares.

8. FRACTIONS

Whenever as the result of any consolidation or division or sub-division of shares any members of the company would become entitled to fractions of shares, the Directors may on behalf of those members deal with such fractions as they shall determine and in particular may sell the shares representing the fractions to any person (including, subject to the provisions of the Statutes, the company) for the best price reasonably obtainable and pay and distribute the net proceeds of the sale in due proportions amongst those members (except that any amount otherwise due to a member, being less than £3.00 or such other nominal sum as the Directors may from time to time determine, may be retained for the benefit of the company). For the purpose of giving effect to any such sale the Directors may authorise some person to execute a transfer of the shares sold to the purchaser thereof or any other person nominated by the purchaser and may cause the name of the purchaser or his nominee to be entered in the Register as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall the title of the transferee to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

SHARES

9. TRUSTS NOT RECOGNISED

Except as ordered by a court of competent jurisdiction or as required by law, no person shall

be recognised by the company as holding any share upon any trust, and the company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as otherwise provided by these Articles or by law) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

10. **POWER TO ATTACH RIGHTS AND ISSUE REDEEMABLE SHARES**

Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being in issue and subject to the provisions of the Statutes, any share in the company may be allotted or issued with such preferred, deferred or other special rights, or subject to such restrictions whether in regard to dividend, return of capital, voting or otherwise, as the company may from time to time by ordinary resolution determine, and, subject to the provisions of the Statutes, the company may issue shares 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 determined by the Directors prior to the date of issue.

11. **ALLOTMENT**

Subject to the provisions of the Statutes and any direction or authority contained in the resolution of the company in general meeting creating or authorising the same the Directors are generally and unconditionally authorised to allot (with or without conferring a right of renunciation) or to grant options or rights of subscription or conversion over unissued shares to such persons (whether existing shareholders or not), at such times and on such terms and conditions as they think proper.

12. **COMMISSIONS**

The company may exercise the powers of paying commissions or brokerage conferred or permitted by the Statutes. Subject to the provisions of the Statutes and the rules of the London Stock Exchange, any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or the grant of an option to call for an allotment of shares or by any combination of such methods as the Directors may think fit.

13. **RENUNCIATION**

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

SHARE CERTIFICATES

14. RIGHT TO SHARE CERTIFICATES

- 14.1** Every person (except a Stock Exchange Nominee Company in respect of which the company is not required by law to complete and have ready for delivery a certificate) upon becoming the holder of any shares shall be entitled within one month after allotment or lodgement of a transfer, as the case may be (unless the terms of issue of the shares provide otherwise), and without charge to one certificate for all the shares of any class registered in his name or, in the case of shares of more than one class being registered in his name, to a separate certificate for each class of shares so registered save that this Article shall not apply in relation to shares in uncertificated form.
- 14.2** Any share certificate (other than letters of allotment, scrip certificates and other like documents) shall be issued under the Seal or under a Securities Seal or in such other manner having the same effect as if issued under the Seal as the Statutes and the rules of the London Stock Exchange may permit and shall specify the number and class of shares and the distinguishing numbers (if any) to which it relates and the nominal value of and the amount paid up on each share. Without limitation to the foregoing, the Directors may, by resolution, decide either generally or in a particular case or cases that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical means or may be printed on them or that the certificates need not be signed by any person.
- 14.3** The company shall not be bound to register more than four persons as the holder of any share and, in the case of a share held jointly by several persons, the company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of joint holders shall be sufficient delivery to all.
- 14.4** Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge.
- 14.5** Any of the company's shares may be held in uncertificated form in accordance with the Regulations or any other regulations from time to time made under the Statutes and the transfer of title to such shares by means of a relevant system shall be permitted. In particular any of the Company's shares may be held in the system known as "**CREST**" operated by Euroclear UK and Ireland Limited. The Company may issue shares in uncertificated form and may convert shares from certificated form to uncertificated form and vice versa.
- 14.6** Notwithstanding anything else contained in these Articles, where any class of shares is for the time being, a participating security, unless the Directors otherwise determine, shares of any such class held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings.

15. REPLACEMENT CERTIFICATES

- 15.1** Any two or more certificates representing shares of any one class held by any member may at his request and upon surrender of the original certificates be cancelled by the Directors and a single new certificate for such shares issued in lieu without charge.
- 15.2** Two or more certificates representing shares held by any member may at his request be issued to him by the Directors in such proportions as he may specify upon surrender of the original certificate for cancellation and upon payment of such reasonable sum as the Directors may decide.
- 15.3** If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares shall be issued to the holder upon request, subject to delivery up of the old certificate (unless alleged to have been lost, stolen or destroyed), on compliance with such conditions as to evidence and indemnity and the payment of exceptional out-of-pocket expenses of the company in connection with the request as the Directors may think fit but otherwise free of charge. The company shall be entitled to cancel any old certificate which has been replaced by a new certificate.
- 15.4** In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

CALLS ON SHARES

16. CALLS

- 16.1** The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value thereof or by way of premium) but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call is passed, and may be made payable by instalments.
- 16.2** Each member shall (subject to receiving at least fourteen clear days' notice specifying the time or times and place of payment) pay to the company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be made payable by instalments and may at any time before receipt be revoked or postponed in whole or in part as the Directors may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the share in respect of which the call was made.

17. INTEREST ON CALLS

If any amount called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the amount is due and payable shall pay interest thereon from and including the day appointed for payment thereof to but excluding the day

of actual payment at such rate as may be fixed by the terms of allotment of the share or, if no rate is fixed, at such rate, not exceeding five per cent. above the base lending rate per annum most recently set by the Monetary Policy Committee of the Bank of England, as the Directors determine and all costs, charges and expenses incurred by the company by reason of such non-payment, but the Directors shall be at liberty in any case to waive payment of such interest or such costs, charges and expenses wholly or in part. No dividend or other payment or distribution in respect of any such share shall be paid or distributed so long as any such sum or any interest or expenses payable in accordance with this Article in relation thereto remains due.

18. AMOUNTS TREATED AS CALLS

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

19. POWER TO DIFFERENTIATE

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

20. PAYMENT IN ADVANCE

The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him, and such payment in advance of calls shall extinguish pro tanto the liability upon the shares in respect of which it is made, and upon the money so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares concerned, the company may pay interest at such rate, not exceeding five per cent. above the base lending rate per annum most recently set by the Monetary Policy Committee of the Bank of England, as the member paying such sum and the Directors agree upon.

FORFEITURE AND LIEN

21. NOTICE IF CALL NOT PAID

21.1 If a member or person entitled by transmission fails to pay in full any call or instalment of a call on or before the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid,

together with any interest which may have accrued thereon and any costs, charges and expenses incurred by the company by reason of such non-payment.

- 21.2** The notice shall name a further day (not being less than seven clear days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.

22. FORFEITURE FOR NON-COMPLIANCE AND NOTICE AFTER FORFEITURE

- 22.1** If the requirements of any such notice are not complied with any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared or other money payable in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder and, in that event, references in these Articles to forfeiture shall include surrender.

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

23. DISPOSAL OF FORFEITED SHARES

A share so forfeited shall become the property of the company and may within three years of such forfeiture be sold, re-allotted or otherwise disposed of, either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. The company shall not exercise any voting rights in respect of such a share. The Directors may, if necessary, authorise some person to transfer a forfeited share to any such other person as aforesaid. Any share not disposed of in accordance with the foregoing provisions within a period of three years from the date of its forfeiture shall thereupon be cancelled in accordance with the provisions of the Statutes.

24. ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE

A person whose shares have been forfeited shall cease to be a member in respect of the shares so forfeited and shall surrender to the company for cancellation the certificate for the shares forfeited, but shall notwithstanding the forfeiture remain liable:-

- 24.1** to pay to the company all moneys which at the date of forfeiture were presently payable by him to the company in respect of the shares, with interest thereon at the rate of five per cent. above the base lending rate per annum most recently set by the Monetary Policy Committee of the Bank of England, or such other rate as the Directors may determine from the date of

forfeiture until payment; and

- 24.2** to satisfy any claims, demands and liabilities which the company might have enforced in respect of the share at the time of forfeiture.

The Directors in their absolute discretion may enforce any such payment claim or demand without any allowance for the value of the shares at the time of forfeiture or any consideration received on their disposal or may waive payment on satisfaction thereof in whole or in part.

25. EXTINCTION OF RIGHTS

The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in, and all claims and demands against the company in respect of, the share, and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members.

26. LIEN ON SHARES NOT FULLY PAID

The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share to the extent and in the circumstances permitted by section 670 of the Act. The company's lien on a share shall extend to any dividend (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share. The Directors may waive any lien which has arisen or may resolve that any share shall for some limited period be exempt, wholly or partially, from the provisions of this Article.

27. ENFORCEMENT OF LIEN

The company may sell in such manner as the Directors think fit any share on which the company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable nor until the expiration of fourteen clear days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share.

28. PROCEEDS OF SALE

The net proceeds of such sale, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists, so far as the same are presently payable, and any residue shall, upon surrender to the company for cancellation of the certificate for the shares sold or the provision of such indemnity (with or without security) as to any lost or destroyed certificate as the Directors may decide, in the case of a share in certificated form, (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the

member or any person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

29. DISPOSAL OF SHARES

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

TRANSFER OF SHARES

30. FORM OF TRANSFER

30.1 All transfers of shares may be effected by transfer in writing in any usual form or in any other form acceptable to the Directors (and in the case of a person or firm may be under hand only). Any written instrument of transfer shall be executed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. Whatever means of transfer is utilised the transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

30.2 Notwithstanding any other provision in these Articles, title to any shares may, in accordance with the Regulations, be evidenced and transferred without a written instrument by means of a relevant system (as defined in the Regulations) and the Directors shall have power to implement such arrangements as they think fit for such evidencing and transfer in accordance with the Regulations.

30.3 Where any class of shares is, for the time being, a participating security, title to shares of that class which are recorded on the register as being held in uncertificated form may be transferred by means of the relevant system concerned.

31. REFUSAL OF REGISTRATION OF TRANSFERS

31.1 Subject to the provisions of Article 54, the Directors may in their absolute discretion refuse to register any transfer of a share which is not fully paid or a share on which the company has a lien provided that such refusal is not such as to prevent dealings in partly paid shares taking place on an open and proper basis and they may also decline to register any transfer

of shares in certificated form on which the company has a lien. If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the company, send to the transferee notice of, together with the reasons for, the refusal.

31.2 The Directors may decline to recognise any instrument of transfer or other record of transfer as may be prescribed by the Statutes and/or the London Stock Exchange unless it is in respect of only one class of share, is duly stamped (if so required) and is in favour of a single transferee or not more than four joint transferees and is lodged at the Transfer Office (or such other place as the Directors may from time to time determine) (except in the case of a transfer by a recognised person where a certificate has not been issued in respect of the shares) accompanied by the relevant share certificate(s) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if it is executed by some other person on his behalf, the authority of that person so to do). In the case of a transfer by a Stock Exchange Nominee Company 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.

31.3 The Directors may refuse to register a transfer of a share in uncertificated form in any case where the company is entitled to refuse (or is excepted from the requirement) under the Regulations to register the transfer, and they may refuse to register any such transfer in favour of more than four transferees.

32. RETENTION OF INSTRUMENTS OF TRANSFER

All instruments of transfer which are registered may, subject to the provisions of Article 136, be retained by the company.

33. FEES ON REGISTRATION

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

TRANSMISSION OF SHARES

34. DEATH

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

35. **ELECTION**

Any person becoming entitled to a share in consequence of the death or bankruptcy of a member, or of any other event giving rise to a transmission of such entitlement by operation of law, may, subject as provided in these Articles and upon supplying to the company such evidence as the Directors may reasonably require to show his title to the share, either be registered himself as a holder of the share upon giving to the company notice in writing to that effect, or transfer such share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as if the death or bankruptcy of the member or other event had not occurred and the notice or transfer were a transfer by such member.

36. **RIGHTS ON DEATH OR BANKRUPTCY**

Save as otherwise provided by or in accordance with these Articles, where a person becomes entitled to a share in consequence of the death or bankruptcy of a member, or of any other event giving rise to a transmission of such entitlement by operation of law, the rights of the member in respect of such share shall cease. However the person so entitled shall (upon supplying to the company such evidence as the Directors may reasonably require to show his title to the share) be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share (and may give good discharge for the same), except that he shall not be entitled in respect thereof (except with the authority of the Directors) to receive notice of or exercise any right conferred by membership in relation to meetings of the company or any separate meetings of the holders of any class of shares in the company until he shall have been registered as a member in respect of the share, and should he fail either to transfer the share or to elect to be registered as a member in respect thereof within sixty days of being required so to do by the Directors then, in the case of shares which are fully paid up, he shall be deemed to have elected to be registered as a member in respect thereof and may be registered accordingly and, in the case of shares which are not fully paid up, the Directors may thereafter withhold payment of all dividends and other moneys payable in respect of such share until the notice has been complied with.

37. **SHARE WARRANTS**

Subject to the provisions of the Statutes, the Directors may issue share warrants, stating that the bearer is entitled to the shares therein specified, in respect of any fully paid shares and all shares while represented by warrants shall be transferable by delivery of the warrants relating thereto. The Directors may determine and from time to time vary the conditions upon which share warrants may be issued. The Directors shall not issue a new share warrant to replace one that has been lost unless they are satisfied beyond reasonable doubt that the original has been destroyed.

GENERAL MEETINGS

38. ANNUAL GENERAL MEETING

An annual general meeting shall be held once in every year, at such time and at such place as may be determined by the Directors. All other shareholder meetings shall be called general meetings.

39. CONVENING A GENERAL MEETING

The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed to convene a general meeting with proper expedition. In default such meeting may be convened by requisitionists as provided in the Statutes. At any meeting convened on such requisition or by such requisitionists, no business shall be transacted except that stated by the requisition or proposed by the Directors.

40. NOTICE OF GENERAL MEETINGS

40.1 An annual general meeting shall be called by not less than twenty-one clear days' notice in writing and any other general meeting by not less than fourteen days' notice in writing.

40.2 Subject to the provisions of the Statutes, a general meeting, notwithstanding that it has been called by a shorter notice than that specified in this Article 40, shall be deemed to have been duly called if it is so agreed:-

40.2.1 in the case of an annual general meeting by all the members entitled to attend and vote thereat; and

40.2.2 in the case of a general meeting by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

40.3 The accidental omission to send a notice or, in cases where it is sent out with the notice, the proposed wording of any special resolution and an instrument of proxy to, or the non-receipt of either by, any person entitled thereto shall not invalidate the proceedings at any general meeting.

40.4 The Board may postpone a general meeting if they deem it necessary to do so. Notice of such postponement shall be given in accordance with these Articles.

40.5 Every notice calling a general meeting shall specify the place, the day and hour of the meeting and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend, speak and vote instead of him, and that a proxy need not also be a member of the company.

40.6 In the case of an annual general meeting, the notice shall also specify the meeting as such.

- 40.7** In the case of any general meeting at which any special business is to be transacted, the notice shall specify the general nature of such business.
- 40.8** If any resolution is to be proposed as a special resolution at a general meeting, the notice shall contain a statement to that effect.
- 40.9** Every notice calling a general meeting shall be given to the members (other than any who, under the provisions of these Articles or of any restrictions imposed on any shares, are not entitled to receive notice from the company) and to the Directors and to the Auditors.

41. SPECIAL BUSINESS

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

- 41.1** sanctioning or declaring dividends;
- 41.2** receiving and considering the accounts, the reports of the Directors and Auditors and other documents required to be attached or annexed to the accounts;
- 41.3** appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed; and
- 41.4** appointing or re-appointing Directors in the place of those retiring by rotation or otherwise.

PROCEEDINGS AT GENERAL MEETINGS

42. CHAIRMAN

The chairman of the Directors, failing whom the deputy chairman, shall preside as chairman at a general meeting. If there shall be no such chairman or deputy chairman, or if at any meeting neither shall be present within fifteen minutes from the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number to be chairman of the meeting. If no Director be present, or if all the Directors present decline to take the chair, the members present in person or by proxy or by corporate representative and entitled to vote shall choose one of their number to be chairman of the meeting.

43. QUORUM

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business but the absence of a quorum shall not preclude the choice or appointment of a chairman which shall not be treated as part of the business of the meeting. Two members present in person being either members or representatives (in the case of a corporate member) or proxies appointed by members in relation to the meeting and entitled to vote shall be a quorum for all purposes.

44. **PROCEDURE IF QUORUM NOT PRESENT**

If within fifteen minutes from the time appointed for a general meeting (or such longer interval not exceeding two hours as the chairman of the meeting may think fit to allow) a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting, if convened by or on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such other day and such time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the Directors may determine. If within half an hour from the time appointed for the adjourned general meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, or if during the adjourned meeting a quorum ceases to be present, the meeting shall be dissolved.

45. **POWER TO ADJOURN**

The chairman of any general 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 (or sine die) and from place to place and without such consent he may adjourn any meeting at which a proposal of importance is made for the consideration whereof in his judgement (which shall not be challenged) a larger attendance of members is desirable or the members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting or if in his opinion it has become necessary to do so in order to secure the proper and orderly conduct of the meeting, to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is disposed of properly.

46. **BUSINESS AT ADJOURNED MEETING**

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

47. **NOTICE OF ADJOURNED MEETING**

Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for thirty days or more or sine die, not less than seven clear days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

48. **ACCOMMODATION OF MEMBERS AT MEETING**

If it appears to the chairman of a meeting that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the chairman is satisfied that adequate facilities are available to ensure that any member

who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) and whether in the meeting place or elsewhere and to be heard and seen by all other persons so present in the same manner.

49. AMENDMENT TO RESOLUTIONS

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. 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 in any event be considered or voted upon.

50. METHOD OF VOTING

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

50.1.1 the chairman of the meeting; or

50.1.2 not less than three members present all of whom are either members or proxies and entitled to vote on the resolution; or

50.1.3 a member or members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all the members having the right to attend and vote at the meeting (excluding any voting rights attached to any shares in the company held as treasury shares); or

50.1.4 a member or members present in person or by proxy and holding shares in the company conferring a right to attend and vote on the resolution being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares).

A demand for a poll may be withdrawn but only with the consent of the chairman and a demand so withdrawn shall validate the result of a show of hands declared before the demand was made and, in the case of a poll demanded before the declaration of the result of a show of hands, the meeting shall continue as if the demand had not been made.

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

such resolution.

51. PROCEDURE ON A POLL

- 51.1** If a poll is demanded, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be the decision of the meeting in respect of which it was demanded.
- 51.2** The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers, who need not also be members, and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- 51.3** A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting at which the demand is made) and place as the chairman may direct. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 51.4** The demand for a poll (other than on the election of the chairman of the meeting or on any question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

52. VOTES OF MEMBERS

- 52.1** Subject to the Statutes and to any special rights or restrictions as to voting attached by or applicable in accordance with these Articles to any class of shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, and every proxy for any member (regardless of the number of members for whom he is a proxy) shall have one vote on a show of hands. On a poll every member who is present in person or by proxy or by representative shall have one vote for every share of which he is the holder.
- 52.2** In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.
- 52.3** Where in the United Kingdom or elsewhere a receiver or other person (by whatever name called) has been appointed by any court or official claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member to vote in person or by proxy at any general meeting or to exercise any other right conferred by membership in

relation to meetings of the company.

53. RESTRICTION ON VOTING RIGHTS

No member shall, unless the Directors otherwise determine, be entitled in respect of any share held by him to vote either personally or by proxy, at a general meeting or a meeting of the holders of any class of shares of the company or to exercise any other rights conferred by membership in relation to general meetings of the company or meetings of the holders of any class of shares of the company, if any call or other sum presently payable by him to the company in respect of that share remains unpaid. Such restriction shall cease to apply upon payment of the amount outstanding and all costs, charges and expenses incurred by the company by reason of such non-payment.

54. NOTICE UNDER SECTION 793

54.1 If the Directors are satisfied that any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under section 793 of the Act and is in default of such notice for the prescribed period as defined in Article 54.6.2 (either by failing to supply to the company the information thereby required or, in purporting to comply with such notice, by making a statement which is false or inadequate in any material particular) then the Directors may in their absolute discretion at any time thereafter by a notice (a "**default notice**") to such member specifying the nature of the default, the number of shares concerned and the steps to be taken to remedy such default direct that, in respect of such shares (the "**default shares**", which expression shall include any further shares which are issued in respect of such shares), the member shall not be entitled to be present or to vote either personally or by representative or proxy at a general meeting of the company or at a meeting of the holders of any class of shares of the company or on any poll or to be included in a quorum or to exercise any other right conferred by membership in relation to general meetings of the company or meetings of the holders of any class of shares of the company or polls.

54.2 Where the default shares represent at least 0.25 per cent. in nominal value of the issued shares of that class, then the default notice may additionally direct that:-

54.2.1 any dividend or part thereof or other money which would otherwise be payable in respect of the default shares shall be retained by the company without any liability to pay interest thereon when such money is finally paid to the member and the holder shall not be entitled under Article 122 to elect to receive shares instead of that dividend; and/or

54.2.2 no transfer of any of the shares held by such member in certificated form shall be registered unless:-

54.2.2.1 the member is not himself in default as regards supplying the information required and the transfer is of part only of the member's holding and, when presented for registration, is

accompanied by a certificate by the member in a form satisfactory to the Directors to the effect that after due and careful enquiry the members is satisfied that none of the shares the subject of the transfer are default shares; or

54.2.2.2 the transfer is an approved transfer.

54.3 The company shall send to each other person appearing to be interested in any default shares the subject of any default notice a copy of the default notice but the failure or omission by the company to do so shall not invalidate such default notice.

54.4 Any default notice shall have effect in accordance with its terms from the date of its issue until it shall cease to have effect in accordance with Article 54.5.

54.5 Any sanctions imposed upon a shareholding in the circumstances specified in this Article 54 cease to apply after a period of seven days after the earlier of:-

54.5.1 receipt by the company of notice that the shareholding has been transferred by means of an approved transfer; and

54.5.2 due compliance, to the satisfaction of the Directors, with the notice under section 793 of the Act; and

54.5.3 if the Directors at any time give notice cancelling a default notice.

54.6 For the purposes of this Article:-

54.6.1 a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the company a notification under section 793 of the Act which either (a) names such person as being so interested or (b) fails to establish the identities of those interested in the shares and (after taking into account the said notification and any other relevant section 793 of the Act notification) the company knows or has reasonable cause to believe that the person in question is or may be interested in the default shares;

54.6.2 the prescribed period is 28 days from the date of service of the notice under section 793 of the Act except where the default shares represent at least 0.25 per cent. of the issued shares of that class in which case the prescribed period is 14 days from such date;

54.6.3 "**interested**" shall be construed as it is for the purpose of section 793 of the Act.

54.7 For the purpose of this Article a transfer of shares is an approved transfer if:-

54.7.1 it is a transfer of shares to an offeror by way or in pursuance of acceptance of a

takeover offer for a company (as defined in section 974 of the Act); or

54.7.2 the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares to a party unconnected with the transferring member and/or with any other person appearing to be interested in such shares; or

54.7.3 the transfer results from a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or any stock exchange outside the United Kingdom on which the company's shares are normally traded.

54.8 The Directors shall cause the Register to have noted against the name of the member upon whom a default notice has been served details of such default notice and the number of shares specified therein and shall cause such notice to be deleted upon the default notice ceasing to have effect in accordance with Article 54.5.

54.9 Any new shares in the company issued in right of any shares subject to a default notice shall also be subject to the default notice (save to the extent that the company gives a separate default notice in relation to the new shares) and the Directors may make any right to an allotment of such new shares subject to restrictions corresponding to those which will (when such new shares are issued) apply to those new shares pursuant to a default notice served by virtue of this Article 54.9.

54.10 Nothing contained in these Articles shall prejudice or affect the right of the company to apply to the court for an order under section 794 of the Act and (in connection with such an application or intended application or otherwise) to require information on shorter notice than the minimum of 28 days or 14 days (as appropriate) prescribed by Article 54.6.2.

55. ADMISSIBILITY OF VOTES AND ERRORS IN VOTING

No objection shall be raised as to the admissibility of any vote or the counting of, or failure to count, any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered or at which the error occurs and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision thereon shall be final and conclusive.

56. VOTING BY PROXY

56.1 On a poll votes may be given either personally or by proxy 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.

56.2 A proxy need not be a member of the company.

56.3 If the chairman of a general meeting has been appointed as proxy by more than one member and has received conflicting instructions on how to vote in respect of any particular

resolution, he may exercise his discretion not to vote on a show of hands in respect of that particular resolution.

56.4 An instrument appointing a proxy shall be in writing in the usual form or in any other form which the Directors may approve and:-

56.4.1 in the case of an individual shall be signed by the appointor or by his attorney;
or

56.4.2 in the case of a body corporate shall be either executed by it or signed on its behalf by an attorney or duly authorised officer of the body corporate. The Directors may, but shall not be bound to, require evidence of the authority of any such officer or attorney.

56.5 An instrument of proxy shall, unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

56.6 An instrument of proxy relating to more than one meeting, having once been so delivered for the purposes of any meeting, shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

56.7 Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment thereof or on any poll.

56.8 An instrument appointing a proxy shall be deemed (unless any contrary direction is contained in it) to include the right for the proxy to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given, as the proxy thinks fit.

56.9 A vote cast or poll demanded by proxy or by the duly authorised representative of a body corporate shall not be invalidated by the previous death or incapacity of the principal, or by the revocation of the appointment of the proxy or representative or of the authority under which the appointment was made, unless intimation in writing of such death, incapacity or revocation shall have been received by the company at the Transfer Office (or such other place as is specified for depositing the instrument of proxy) at least one hour before the commencement of the meeting or adjourned meeting 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 the taking of the poll at which the vote is cast.

56.10 No instrument appointing a proxy shall be valid after the expiration of twelve months from the date referred to in it as the date of its execution, except at an adjournment of a meeting originally held within twelve months from such date.

56.11 A member may appoint more than one proxy to attend on the same occasion. When two or more valid but differing proxies are delivered in respect of the same share for use at the same meeting, the one which is last validly delivered (regardless of its date or the date of its

execution) shall be treated as replacing and revoking the other(s) as regards that share and if the company is unable to determine which of any such two or more valid but differing instruments of proxy was so delivered last in time, none of them shall be treated as valid in respect of that share.

57. DEPOSIT OF PROXY

The appointment of a proxy shall not be valid and the proxy named in the instrument shall not be entitled to vote at the meeting unless the instrument appointing the proxy, together with (if required by the Directors) any power of attorney or other authority under which it is executed or a copy of it notarially certified or certified in some other way approved by the Directors:-

57.1 is deposited at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or in any instrument of proxy or other accompanying document sent by the company in relation to the meeting (or, if no place is so specified, at the Transfer Office) not later than 48 hours before the time appointed for holding the meeting or adjourned meeting or the taking of the poll at which the person named in such instrument proposes to vote;

57.2 in the case of a meeting adjourned for more than 48 hours and less than 28 days or in the case of a poll taken more than 48 hours after it is demanded is deposited as specified in Article 57.1 not later than 24 hours before the time appointed for the holding of the adjourned meeting or the taking of the poll; or

57.3 in the case of a meeting adjourned for less than 48 hours or in the case of a poll not taken forthwith but taken less than 48 hours after it is demanded is delivered to the chairman or to the Secretary or to any Director at the adjourned meeting or at the meeting at which the poll is demanded;

and in calculating the periods mentioned in this Article, the Directors may determine that no account shall be taken of any part of a day that is not a working day.

58. BODY CORPORATE ACTING BY REPRESENTATIVES

Any body corporate which is a member of the company may, by resolution of its directors or other governing body, authorise such person or persons as it thinks fit to act as its representative at any meeting of the company or of any class of members of the company. The person so authorised shall be entitled to exercise the same powers on behalf of such body corporate as the body corporate could exercise if it were an individual member of the company, and such body corporate shall for the purposes of these Articles be deemed to be present in person at any such meeting (or adjournment thereof) if a person so authorised is present thereat and all references to attendance and voting in person shall be construed accordingly. A Director or the Secretary or some person authorised for such purpose by the Directors or the Secretary may require the representative to produce a certified copy of the resolution so authorising him before permitting him to exercise his powers.

59. MEMBERS' WRITTEN RESOLUTIONS

A resolution in writing duly executed by or on behalf of all the members of the company entitled to receive notice of and to attend and vote at a general meeting shall be as valid and effectual as if it had been passed at the general meeting of the company duly convened and held and may be contained in one document or in several documents in the same terms each executed by one or more of the members or their proxies or attorneys and execution in the case of a body corporate which is a member shall be sufficient if made by a director thereof or by its duly authorised representative. If such a resolution in writing is described as a special resolution it shall have effect accordingly.

60. CLASS MEETINGS

Any separate meeting for the holders of any class of shares (whether in connection with the variation or abrogation of the rights attached to shares of the class or otherwise) shall be convened and conducted in all respects as nearly as possible in the same way as a general meeting of the company provided that:-

- 60.1** no member, other than a Director, shall be entitled to notice of it or to attend unless he is a holder of shares of that class;
- 60.2** no vote shall be given except in respect of the shares of that class;
- 60.3** the quorum attending such meeting shall be two persons present in person holding or representing by proxy or as the duly authorised representative of a corporation at least one-third in nominal value of the issued shares of the class except where there is only one holder of the class of shares in which case the quorum shall be such holder;
- 60.4** the quorum attending adjourned meetings shall be two persons holding shares of the class in question who are present in person or by proxy except where there is only one holder of the class of shares in which case the quorum shall be such holder; and
- 60.5** a poll may be demanded in writing by any member present in person or by proxy or as the duly authorised representative of a corporation and entitled to vote at the meeting and on a poll each member shall have one vote for every share of the class in question of which he is the holder.

DIRECTORS

61. NUMBER OF DIRECTORS

Subject as hereinafter provided the number of Directors shall not be less than two but there shall be no upper limit on the number of Directors. The company may by ordinary resolution from time to time vary the minimum number and/or maximum number of Directors.

62. NO SHARE QUALIFICATION

A Director shall not be required to hold any shares of the company by way of qualification. A Director who is not a member of the company shall nevertheless be entitled to attend and speak at general meetings and at any separate meeting of the holders of any class of shares or debentures in the capital of the company.

DIRECTORS' REMUNERATION AND EXPENSES

63. DIRECTORS' FEES

The amount of any fees payable to Directors shall be determined by the Directors provided that they shall not in any year exceed in aggregate the sum of £100,000 or such other sum as may from time to time be approved by ordinary resolution (excluding amounts payable under any other provision of these Articles). Any such fees shall be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of the remuneration related to the period during which he has held office.

64. REMUNERATION OF EXECUTIVE DIRECTOR

Any Director who holds any executive office (including for this purpose the office of chairman or deputy chairman whether or not such office is held in an executive capacity), or who serves on any committee, or who, at the request of the Directors, goes or resides abroad, makes any special journey or otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such remuneration by way of salary, commission or otherwise as the Directors may determine in addition to or in lieu of any fee payable to him for his services as Director pursuant to these Articles.

65. EXPENSES

The company shall repay to any Director all such reasonable expenses as he may properly incur in the performance of his duties including attending meetings of the Directors or of any committee of the Directors or general meetings or separate meetings of the holders of any class of shares or debentures of the company or otherwise in or about the business of the company.

DIRECTORS' INTERESTS

66. DIRECTORS' PENSIONS AND OTHER BENEFITS

The Directors may exercise all the powers of the company to establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations,

gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of or who are or were at any time Directors or officers of and holding any salaried employment or office in the company or any other company which is its holding company or in which the company or such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the company or in any company which is a subsidiary undertaking of the company or of any such other company and the families and dependants of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the company or of any such other company, or of any such persons as aforesaid, and, subject to the Statutes, make payments for or towards the insurance of any such persons as aforesaid, and do any of the matters aforesaid either alone or in conjunction with any such other company.

67. POWER TO PURCHASE INSURANCE

Without prejudice to the provisions of Article 131 and subject to the Statutes, the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time:-

67.1 directors, officers, employees or auditors of the company or of any other company which is its holding company, or in which the company or such holding company has any interest whether direct or indirect, or which is in any way allied to or associated with the company or such holding company, or of any subsidiary undertaking of the company or of such other company,

67.2 trustees of any pension fund in which employees of the company or of any other such company or subsidiary undertaking are interested;

including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported exercise, execution and/or discharge of their powers or duties and/or otherwise in relation to their duties, powers or offices in relation to the company or any other such company, subsidiary undertaking or pension fund.

68. DECLARATIONS OF INTEREST

68.1 Subject to the provisions of the Statutes, and provided that he has made the disclosures required by this Article, a Director notwithstanding his office may be a party to or otherwise directly or indirectly interested in:

68.1.1 any transaction or arrangement with the company or in which the company is otherwise interested; or

68.1.2 a proposed transaction or arrangement with the company.

A Director shall, subject to sub-section 177(6) of the Act, be required to

disclose all interests whether or not material in any transaction or arrangement referred to in this Article 68.1 and the declaration of interest must (in the case of a transaction or arrangement referred to in Article 68.1.1) and (in the case of a transaction or arrangement referred to in Article 68.1.2) may but need not, be made:

68.1.2.1 at a meeting of the Directors; or

68.1.2.2 by notice to the Directors in accordance with section 184 of the Act (notice in writing) or section 185 of the Act (general notice).

68.1.3 The Directors may resolve that any situation referred to in Article 68.1 and disclosed to them thereunder shall also be subject to such terms as they may determine including, without limitation, the terms referred to in Articles 69.4.1 to 69.4.4.

69. DIRECTORS' INTERESTS OTHER THAN IN RELATION TO TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

69.1 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company. For these purposes references to a conflict of interest includes a conflict of interest and duty and a conflict of duties. This Article does not apply to a conflict of interest arising in relation to a transaction or arrangement with the company.

69.2 Authorisation of a matter under this Article shall be effective only if:

69.2.1 the matter in question shall have been proposed in writing (giving full particulars of the relevant situation) for consideration at a meeting of the Directors, in accordance with the board's normal procedures or in such other manner as the Directors may approve;

69.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**"); and

69.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

69.3 Any authorisation of a matter pursuant to this Article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

69.4 Any authorisation of a matter under this Article shall be subject to such terms as the

Directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the Directors at any time. Such terms may include, without limitation, terms that the relevant Director:

- 69.4.1** will not be obliged to disclose to the company or use for the benefit of the company any confidential information received by him otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to a third party;
- 69.4.2** may be required by the company to maintain in the strictest confidence any confidential information relating to the company which also relates to the situation as a result of which the conflict arises (the "**conflict situation**");
- 69.4.3** may be required by the company not to attend any part of a meeting of the Directors at which any matter which may be relevant to the conflict situation is to be discussed, and not to view any board papers relating to such matters; and
- 69.4.4** shall not be obliged to account to the company for any remuneration or other benefits received by him in consequence of the conflict situation.

A Director shall comply with any obligation imposed on him by the Directors pursuant to any such authorisation.

69.5 A Director shall not, save as otherwise agreed by him, be accountable to the company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under this Article and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

69.6 A Director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, transaction or arrangement with the company shall declare the nature of his interest at the Directors' meeting at which the question of entering into the contract, transaction or arrangement is first considered if he knows his interest then exists or, in any other case, at the first Directors' meeting after he knows that he is or has become so interested.

69.7 For the purposes of this Article:-

69.7.1 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 otherwise has;

69.7.2 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.

70. EXERCISE OF VOTING POWER

The Directors may exercise the voting power conferred by the shares in any other company held or owned by the company, or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors or other officers or employees of that company or voting or providing for the payment of remuneration to or the purchase and maintenance of insurance against liability for such officers or employees).

EXECUTIVE DIRECTORS

71. APPOINTMENT OF EXECUTIVE DIRECTORS

71.1 The Directors may from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the office of chairman, deputy chairman, managing director or chief executive) on such terms and for such period (subject to the provisions of the Statutes) as they may determine and, without prejudice to the terms of any agreement entered into in any particular case, may at any time revoke or terminate any such appointment.

71.2 The appointment of any Director to any such executive office shall automatically determine if he ceases for any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any agreement between him and the company.

72. POWERS OF EXECUTIVE DIRECTORS

The Directors may entrust to and confer upon any Director holding any executive office any of the powers, authorities and discretions (with power to sub-delegate) exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

APPOINTMENT AND RETIREMENT OF DIRECTORS

73. NO RETIREMENT BY REASON OF AGE

Any provisions of the Statutes which, but for this Article, would have the effect of rendering any person ineligible for appointment as a Director or liable to vacate office as a Director on account of his having reached any specified age, or of requiring special notice or any other special formality in connection with the appointment of any Director over a specified age, shall not apply to the company.

74. VACATION OF OFFICE BY DIRECTOR

74.1 Without prejudice to the provisions for retirement (by rotation or otherwise) contained in these Articles, the office of a Director shall be vacated on the occurrence of any of the

following events:-

- 74.1.1** if he ceases to be a Director by virtue of any provision of the Statutes, is removed from office pursuant to these Articles or becomes prohibited by law from acting as a Director;
 - 74.1.2** if, not being an executive Director holding office as such for a fixed term or other minimum period which has not expired, he resigns by notice in writing under his hand left at the Office or tendered at a board meeting;
 - 74.1.3** if, being such an executive Director, he offers in writing to resign and the Directors resolve to accept such offer;
 - 74.1.4** if he becomes bankrupt, has a receiving order made against him or makes any arrangement or compounds with his creditors generally or applies to the court for an interim order under Section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
 - 74.1.5** a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 74.1.6** by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 74.1.7** if he is absent from meetings of the Directors for six consecutive months without leave and the Directors resolve that his office be vacated; or
 - 74.1.8** if he is removed from office by notice in writing served upon him signed by all his co-Directors, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the company and shall have effect without prejudice to any claim for damages for breach of any agreement between him and the company.
- 74.2** A resolution of the Directors declaring a Director to have vacated office under the terms of this Article shall be conclusive as to the fact and grounds of vacation stated in the resolution.

75. RETIREMENT BY ROTATION

- 75.1** Each Director shall retire from office at the third annual general meeting after the annual general meeting or general meeting (as the case may be) at which he was previously elected.
- 75.2** Any non-executive Director (being a Director not holding an office referred to in Article 71.1) who, at the date of the annual general meeting, has held office for nine years or more (whether or not he held an office referred to in Article 71.1 for part of that period) shall be

subject to re-election at each annual general meeting.

76. ELIGIBILITY FOR RE-ELECTION

A retiring Director shall be eligible for re-election.

77. DEEMED RE-ELECTION

At the meeting at which a Director retires under any provision of these Articles the company may by ordinary resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default the retiring Director shall be deemed to have been re-elected unless:-

77.1 at such meeting it is expressly resolved not to fill such office, or a resolution for the re-election of such Director is put to the meeting and lost; or

77.2 such Director has given notice in writing to the company that he is unwilling to be re-elected; or

77.3 the default is due to the moving of a resolution in contravention of Article 79.

78. POSITION OF RETIRING DIRECTOR

The retirement of a Director shall not have effect until the conclusion or adjournment of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost, and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without break.

79. APPOINTMENT OF TWO OR MORE DIRECTORS

A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed by the meeting without any vote being given against it and any resolution moved in contravention of this Article shall be void.

80. ELIGIBILITY OF NEW DIRECTORS

No person, other than a Director retiring at the meeting or a person recommended by the Directors, shall be eligible for appointment as a Director at any general meeting unless not less than seven nor more than forty-two days (inclusive of the date on which the notice is given) before the date appointed for the meeting there shall have been lodged at the Office notice in writing, signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for appointment and also notice in writing signed by the person to be proposed of his willingness to be appointed and stating all such particulars of him as would,

on his appointment, be required to be included in the company's register of directors.

81. REMOVAL BY COMPANY

81.1 In addition to any power of removal conferred by the Statutes, the company may by ordinary resolution at a meeting of which special notice has been given, in accordance with sections 217(1) and (3) of the Act, remove any Director from office (notwithstanding any provision of these Articles or of any agreement between the company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement).

81.2 The company may by ordinary resolution appoint another person in place of a Director so removed from office.

81.3 Any person so appointed shall be treated, for the purpose of determining the time at which he or any other Director is to retire by rotation, as if he had become a Director on the day on which the Director in whose place he is appointed was appointed or last re-elected a Director.

81.4 In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

82. POWER OF THE COMPANY TO APPOINT DIRECTORS

The company may by ordinary resolution appoint any person who is willing to act to be a Director either to fill a casual vacancy or as an additional Director but so that the total number of Directors shall not exceed any maximum number (if any) fixed in accordance with these Articles.

83. POWER OF THE DIRECTORS TO APPOINT DIRECTORS

83.1 The Directors shall have power at any time to appoint any person who is willing to act as a Director either to fill a vacancy or as an addition to the existing Directors but so that the total number of Directors appointed shall not exceed the maximum number (if any) fixed by or in accordance with these Articles.

83.2 Any person so appointed by the Directors shall hold office only until the next annual general meeting and shall then be eligible for re-election.

ALTERNATE DIRECTORS

84.1 Any Director (other than an alternate director) may at any time by notice in writing and deposited at the Office, or delivered at a meeting of the Directors, appoint any person (including another Director) to be his alternate director. A notice of appointment must contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice. Such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.

- 84.2** A Director may at any time by notice in writing and deposited at the Office, or delivered at a meeting of the Directors, revoke the appointment of his alternate director and, subject to the provisions of Article 84.1, appoint another person in his place. The appointment of an alternate director shall determine on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases to be a Director; but if a Director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his re-appointment.
- 84.3** An alternate director shall (subject to him giving to the company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally at such meeting to exercise all the powers, rights, duties and authorities of his appointor as a Director, and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability, his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor.
- 84.4** An alternate director shall not be required to hold any shares in the company and shall not be counted in determining the maximum number of Directors allowed by these Articles.
- 84.5** To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing provisions of Article 84.3 shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member.
- 84.6** An alternate director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles nor shall he be deemed to be the agent of the Director appointing him, but he shall be an officer of the company and shall alone be responsible to the company for his own acts and defaults.
- 84.7** An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the company from time to time direct.

ASSOCIATE DIRECTORS

- 85.1** The Directors may from time to time appoint any manager or other person in the employment of the company or its holding company or any subsidiary undertaking of the company or of its holding company to be an associate director of the company.
- 85.2** Any associate director may be removed by resolution of the Directors at any time for any reason and without the giving of any notice in that behalf.
- 85.3** Until otherwise determined by the company in general meeting, the number of associate directors for the time being shall not exceed six.
- 85.4** An associate director appointed under this Article shall not be required to hold any shares in the company to qualify him for such office.
- 85.5** An associate director shall not while he continues to hold office be taken into account in calculating the number to form a quorum at any meeting of the Directors.
- 85.6** The appointment, continuance in office, removal, powers, duties and remuneration of an associate director shall be determined by the Directors, with full power to make such arrangements as the Directors may think fit.
- 85.7** An associate director shall not except with and to the extent of the sanction of the Directors:-
- 85.7.1** have any right of access to the books of the company;
 - 85.7.2** be entitled to receive notice of or to attend at the meetings of the Directors; or
 - 85.7.3** be entitled to participate in any other respect in the exercise of the collective powers or duties of the Directors or to exercise any of the powers or rights of a Director individually under these Articles, provided that no act shall be done by the Directors which would impose any personal liability on any associate director either under the Statutes or otherwise except with his knowledge and consent.
- 85.8** An associate director shall not in any circumstances be entitled to vote at any meeting of the Directors.

MEETINGS AND PROCEEDINGS OF DIRECTORS

86. MEETINGS OF DIRECTORS

Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. Notice of a meeting of

Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the company for this purpose. Any Director may waive the requirement for notice of any meeting to be given to him and any such waiver may be prospective or retrospective.

87. QUORUM

The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers, authorities and discretions for the time being vested in or exercisable by the Directors.

88. VOTING

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

89. LIMITATIONS ON VOTING OF INTERESTED DIRECTORS

89.1 Save as herein provided, a Director shall not vote in respect of any resolution of the Directors or a committee of the Directors concerning any contract, transaction, arrangement or any other proposal whatsoever to which the company is or is to be a party and in which he (together with any interest of any person connected with him as defined in the Act) has any material interest, otherwise than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

89.2 Subject to the provisions of the Statutes, a Director shall (in the absence of any interest which, together with any interest of any person connected with him, is a material interest, other than as indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters:-

89.2.1 the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of the company or any of its subsidiary undertakings;

89.2.2 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;

89.2.3 any contract, transaction, arrangement or 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 of which the Director is to participate;

89.2.4 any contract, transaction, arrangement or proposal to which the company is or is to be a party concerning any other body corporate in which he is interested, directly or indirectly, and whether as an officer or shareholder or otherwise howsoever, provided that he (together with any persons connected with him) does not hold an interest in shares (as that term is used in Part 22 of the Act) representing one per cent. or more of either any class of the equity share capital or the voting rights in such body corporate;

89.2.5 any contract, transaction, arrangement or proposal concerning the adoption, modification or operation of a pension, superannuation or similar scheme or retirement, death or disability benefits scheme or any scheme for enabling employees, including full time executive Directors, to acquire shares of the company and/or any of its subsidiary undertakings, under which he may benefit and which has been approved by or is subject to and conditional upon approval by the Board of Inland Revenue or under which the Director benefits in a similar manner to employees and which does not accord any Director as such any privilege or advantage not generally accorded to the employees to whom such scheme or arrangement relates; and

89.2.6 any contract, transaction, arrangement or proposal concerning any insurance against liability which the company is empowered to purchase and/or maintain for or for the benefit of any Directors or group of persons who include Directors.

89.3 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the company or any body corporate in which the company is interested, such proposals may be divided and considered in relation to each Director separately, and in such case each of the Directors concerned (if not debarred from voting under Article 89.1 or Article 89.2.4) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

89.4 For the purposes of this Article an interest of a person who is, for the purposes of the Statutes, connected with a Director shall be treated as an interest of the Director and, in relation to an alternate, an interest of his appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has.

89.5 If any question arises at any meeting 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 the quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the chairman of the meeting and his ruling in relation to any such Director shall

be final and conclusive except in a case where the nature or extent of the interests of the Director concerned has not been fairly disclosed.

89.6 If any question arises at any meeting 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 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 interests of the chairman has not been fairly disclosed.

89.7 Subject to the provisions of the Statutes, the company may by ordinary resolution suspend or relax the provisions of this Article, in relation to any particular matter or ratify any matter not duly authorised by reason of a contravention of this Article.

90. POWERS OF DIRECTORS IF BELOW MINIMUM NUMBER

The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles the continuing Director or Directors may act for the purpose of appointing an additional Director or Directors to make up such minimum or of summoning general meetings, but not for any other purpose. If there be no Director or Directors able or willing to act, then any two members may summon a general meeting for the purpose of appointing Directors.

91. CHAIRMAN

The Directors may elect a chairman and deputy chairman and determine the period for which each is to hold office (and may at any time remove either from office). If no chairman or deputy chairman shall have been appointed, or if at any meeting neither be present within thirty minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

92. RESOLUTIONS IN WRITING

A resolution in writing duly executed by all the Directors for the time being entitled to vote on the resolution at a meeting and to be counted in the quorum of a meeting of Directors, or by all members of a committee of the Directors, shall be as valid and effective as if it had been passed at a meeting of the Directors (or committee, as the case may be,) duly convened and held and may be contained in one document or in several documents in the same terms each executed by one or more Directors. A resolution executed by an alternate director need not also be executed by his appointor.

93. PARTICIPATION BY TELEPHONE

Any Director or his alternate may validly participate in a meeting of the Directors or a

committee of the Directors through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and entitled to vote. Subject to the Statutes, all business transacted in such manner by the Directors or a committee of the Directors shall for the purposes of these Articles be deemed to be valid and effectively transacted at a meeting of the Directors or a committee notwithstanding that fewer than two Directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

94. DELEGATION TO COMMITTEES

94.1 The Directors may delegate any of their powers, authorities and discretions for such time upon such terms and subject to such conditions as they think fit to committees (with power to sub-delegate) consisting of one or more Director and (if thought fit) one or more other persons co-opted as hereinafter provided. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.

94.2 Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. The Directors may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers and discharge any such committee in whole or in part.

94.3 Any such regulations may provide for or authorise the co-option to the committee of, persons other than Directors and for such co-opted members to have voting rights as members of the committee, but so that:-

94.3.1 the number of co-opted members shall be less than one-half of the total number of members of the committee; and

94.3.2 no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors or alternate directors.

95. PROCEEDINGS OF COMMITTEES

The meetings and proceedings of any such committee consisting of two or more members shall be governed mutatis mutandis by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are not superseded by any

regulations made by the Directors under the last preceding Article.

96. VALIDITY OF PROCEEDINGS OF DIRECTORS AND COMMITTEES

All acts done by any meeting of Directors, or of any such committee, or by any person acting as a Director, alternate director or as a member of any such committee, shall as regards all persons dealing in good faith with the company, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid or that any such persons were disqualified 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 the committee and had been entitled to vote.

BORROWING POWERS

97.1 The Directors may exercise all the powers of the company to borrow money and to mortgage or charge all or any part of its undertaking, property, assets (present or future) and uncalled capital, and, subject to the provisions of the Statutes, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the company or of any third party.

97.2 The Directors shall restrict the borrowings of the company and exercise all voting and other rights or powers of control exercisable by the company in relation to its subsidiary undertakings, so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate principal amount (together with any fixed or minimum premium payable on final repayment or redemption) for the time being remaining outstanding of all moneys borrowed by the "**Group**" (which expression in this Article means and includes the company and its subsidiary undertakings for the time being) and for the time being owing to persons outside the Group shall not at any time, without the previous sanction of an ordinary resolution of the company, exceed an amount equal to two times the Adjusted Capital and Reserves.

97.3 For the purposes of this Article the "**Adjusted Capital and Reserves**" means the aggregate from time to time of:-

97.3.1 the amount paid up or credited as paid up on the issued share capital of the company; and

97.3.2 the amount standing to the credit of the consolidated capital and revenue reserves (including any share premium account, capital redemption reserve and property revaluation reserve and after adding thereto or deducting therefrom any balance standing to the credit or debit of the profit and loss account) of the company and its subsidiary undertakings;

all as shown by the latest available audited balance sheet and adjusted in accordance with Article 97.4.

- 97.4** The aggregate amounts of the capital and reserves calculated in accordance with Article 97.3 shall:-
- 97.4.1** be adjusted as may be appropriate to reflect any variation since the date of the said balance sheet in the amount of such issued share capital, in the amount standing to the credit of such reserves (other than variations in the profit and loss account arising from normal trading) and in interests in subsidiary undertakings;
 - 97.4.2** be adjusted to take account of any subsidiary undertaking the balance sheet of which was not consolidated with the said balance sheet;
 - 97.4.3** exclude therefrom such amounts, if any, as are attributable to minority interests in subsidiary undertakings;
 - 97.4.4** exclude therefrom (if not otherwise taken into account) any sum set aside for taxation (including deferred taxation), other than sums set aside in respect of taxation equalisation;
 - 97.4.5** have deducted therefrom any amount distributed or proposed to be distributed to members of the company and minority shareholders in subsidiary undertakings out of profits earned down to the dates of and not provided for in the relevant balance sheets;
 - 97.4.6** have deducted therefrom any amounts attributable to goodwill (other than goodwill arising only on consolidation) and other intangible assets; and
 - 97.4.7** be calculated after making such other adjustments (if any) as the Auditors consider appropriate.
- 97.5** For the purposes of this Article the following shall (except in so far as otherwise taken into account) be deemed to be included in the expression "**moneys borrowed**":-
- 97.5.1** the nominal or principal amount of any share capital, moneys borrowed or other indebtedness of any person or body, whether corporate or unincorporate, the beneficial interest wherein or the right to repayment whereof is not for the time being owned by, and the repayment whereof is guaranteed or secured by or is the subject of an indemnity given by, a member of the Group;
 - 97.5.2** the principal amount raised by the Group by acceptances (not being acceptances in relation to the purchase of goods in the ordinary course of trading the amounts raised whereunder are to remain outstanding after acceptance for not more than 180 days) or under any acceptance credit opened on its behalf and in its favour by any bank or accepting house;
 - 97.5.3** the principal amount for the time being owed in respect of any loan capital or

other debenture of the Group, whether issued in whole or in part for cash or otherwise;

97.5.4 the nominal amount of any issued share capital of any subsidiary undertaking (not being equity share capital which as regards capital has rights no more favourable than those attached to its ordinary share capital) not for the time being beneficially owned by the company or another subsidiary undertaking which is wholly owned by a member of the Group;

97.5.5 any fixed or minimum premium payable on final repayment of any moneys borrowed (but so that any premium payable on final repayment of an amount not to be taken into account as moneys borrowed shall not be taken into account); and

97.5.6 amounts raised under any transaction (including, without limitation, forward sale or purchase agreements) having the commercial effect of borrowings entered into to enable the finance of operations or capital requirements.

97.6 For the purposes of this Article 97:-

97.6.1 moneys borrowed or raised by any member of the Group, and intended to be applied within six months of first being so borrowed or raised in repaying moneys borrowed by any member of the Group, shall, pending such application or the expiry of such period whichever shall be the earlier, be deemed not to be moneys borrowed;

97.6.2 such proportion of the borrowings of any partly-owned subsidiary as that part of its issued and paid-up equity share capital which is not beneficially owned, directly or indirectly, by any member of the Group bears to the whole of its issued and paid-up equity share capital shall be deemed not to be moneys borrowed; such proportion of the borrowings of any member of the Group from any partly-owned subsidiary as that part of such partly-owned subsidiary's issued and paid-up equity share capital which is not beneficially owned, directly or indirectly, by any member of the Group bears to the whole of its issued and paid-up equity share capital shall be deemed to be moneys borrowed;

97.6.3 moneys borrowed by the company or its subsidiary undertakings from bankers or others for the purpose of financing any contract in respect of which any part of the price receivable is guaranteed or insured by the Export Credits Guarantee Department of the Department for Business, Enterprise & Regulatory Reform, or any institution carrying on similar business in the United Kingdom, the Channel Islands or the Republic of Ireland, to an amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured, shall be deemed not to be moneys borrowed;

- 97.6.4** a sum equal to the amount of moneys borrowed from an undertaking which becomes a subsidiary undertaking of the company after the date of adoption of these Articles, and which are outstanding at the date when such undertaking becomes a subsidiary undertaking, shall for the period of six months from the date of such event be deemed not to be moneys borrowed;
- 97.6.5** any undertaking which it is proposed shall become or cease to be a subsidiary undertaking of the company contemporaneously with any relevant transaction shall be treated as if it had already become or ceased to be a subsidiary undertaking;
- 97.6.6** for the avoidance of doubt, amounts prospectively payable for the hire or lease of movable or immovable property shall not be deemed to be moneys borrowed notwithstanding that a capital amount in respect of such amounts may be included as a liability in the balance sheet;
- 97.6.7** when the aggregate amount of moneys borrowed required to be taken into account for the purposes of this Article 97 on any particular day is being ascertained, any such moneys denominated or repayable in a currency other than sterling shall be translated for the purpose of calculating the sterling equivalent at the middle market rate of exchange prevailing at the close of business on that day in London; and
- 97.6.8** no moneys borrowed shall be included in the same calculation more than once.
- 97.7** A certificate or report by the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of moneys borrowed, or to the effect that the limit imposed by this Article 97 has not been or will not be exceeded at any particular time or times, shall be conclusive evidence of such amount or fact for the purposes of this Article 97. Nevertheless, the Directors may at any time act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves and if in consequence the limit on borrowings set out in this Article 97 is inadvertently exceeded, an amount borrowed equal to the excess may be disregarded until 90 days after the date on which by reason of a determination of the Auditors or otherwise the Directors become aware that such a situation has or may have arisen.
- 97.8** No lender or other person dealing with the company shall be concerned to see or enquire whether the limit contained in this Article 97 is observed. No debt incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual, except in the case of express notice to the lender or the recipient of the security, at the time when the debt was incurred or security given, that the limit hereby imposed had been, or would thereby be, exceeded.

POWERS OF DIRECTORS

98. GENERAL POWERS OF DIRECTORS

98.1 The business of the company shall be managed by the Directors, who may exercise all such powers of the company as are not by the Statutes or by these Articles required to be exercised by the company in general meeting, subject nevertheless to any regulations, not being inconsistent with the Statutes or these Articles, as may be prescribed by special resolution of the company.

98.2 No regulation so made by the company and no alteration of these Articles shall invalidate any prior act of the Directors which would have been valid if such alteration or regulation had not been made.

98.3 The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

99. LOCAL MANAGEMENT

The Directors may, from time to time and at any time, establish any local or divisional boards or agencies for managing any of the affairs of the company and may appoint any persons to be members of such local or divisional board, or any managers or agents, and may fix their remuneration. The Directors may, from time to time and at any time, delegate to any local or divisional board, manager or agent so appointed any of its powers, authorities and discretions with power to sub-delegate (other than their power to make calls, forfeit shares, borrow money or allot or issue shares or debentures) and may authorise the members for the time being of any such local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies; and

any such appointment or delegation may be made for such time, on such terms and subject to such conditions as the Directors may think fit. The Directors may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers and, subject to any terms and conditions expressly imposed by the Directors, the proceedings of any local or divisional board or agency with two or more members shall be governed by such of these Articles as regulate the proceedings of the Directors, so far as they are capable of applying.

100. POWER OF ATTORNEY

The Directors may by power of attorney or otherwise appoint any person or persons to be the agent of the company and may delegate to any such person or persons any of its powers, authorities and discretions (with power to sub-delegate) in each case for such purposes and for such time, upon such terms and subject to such conditions as they think fit. Such appointment may, if the Directors think fit, be made in favour of the members or any of the members of any local or divisional board, or in favour of any body corporate or of the

members, directors, nominees or managers of any body corporate or unincorporate or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorney as the Directors may think fit. The Directors may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers.

SECRETARY

- 101.1** Subject to the Act, the Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any agreement between him and the company. If thought fit two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit, one or more assistant or deputy secretaries. Anything required or authorised to be done by or to the Secretary may, if the Secretary is incapable of acting, be done by or to any assistant or deputy secretary.
- 101.2** Any provision of the Statutes or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

SEAL AND EXECUTION OF DEEDS

- 102.1** The Directors shall provide for the safe custody of the Seal and any Securities Seal and neither shall be used without the authority of a resolution of the Directors or of a committee authorised by the Directors in that behalf.
- 102.2** Every instrument to which either the Seal or any Securities Seal is affixed shall be signed by at least one authorised person in the presence of a witness who attests the signature. For the purpose of this Article an authorised person is any Director, the Secretary or any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.
- 102.3** All forms of certificates for shares or debentures or other securities of the company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature or may be printed thereon.
- 102.4** The Securities Seal shall be used only for sealing securities issued by the company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the Securities Seal need not be signed or, if signed, any signature may be affixed by some method or system of mechanical signature or may be printed thereon.
- 102.5** Where the Statutes so permit, any instrument signed by one Director and attested by a

witness and expressed to be executed by the company shall have the same effect as if executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of a resolution of the Directors or of a committee authorised by the Directors in that behalf.

AUTHENTICATION OF DOCUMENTS

103.1 Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the company and any resolutions passed by the company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the company, and to certify copies thereof or extracts therefrom as true copies or extracts.

103.2 A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of proceedings at a duly constituted meeting.

RESERVES

104.1 Subject to the provisions of the Statutes, the Directors may from time to time set aside out of the profits of the company and carry to reserve such sums as they think proper which, at the discretion of the Directors, may be applied for any purpose to which the profits of the company may properly be applied and, pending such application, may either be employed in the business of the company or be invested. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits.

DIVIDENDS

105. DECLARATION OF DIVIDENDS

Subject to the provisions of the Statutes and of these Articles, the company may by ordinary resolution declare dividends to be paid to the members according to their respective rights and interests in the profits of the company, but no such dividend shall exceed the amount recommended by the Directors.

106. FIXED AND INTERIM DIVIDENDS

Subject to the provisions of the Statutes, if and so far as in the opinion of the Directors the profits of the company justify such payments, the Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from

time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit.

107. INTERIM DIVIDENDS

If the share capital is divided into different classes, the Directors may pay interim dividends on shares which rank after shares conferring preferred rights with regard to dividends as well as on shares with preferred rights, unless at the time of payment any preferential dividend is in arrear and, provided the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of any interim dividend on any shares ranking after those with preferred rights.

108. ENTITLEMENT TO DIVIDENDS

Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.

109. PROFITS AVAILABLE FOR DISTRIBUTION

No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes.

110. DIVIDENDS BEAR NO INTEREST

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

111. CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS

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

112. RETENTION OF DIVIDEND

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

113. **WITHHOLDING OF DIVIDEND ON TRANSMISSION**

The Directors may defer payment of any dividend payable on or in respect of a share in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such share or shall transfer the same.

114. **WAIVER OF DIVIDEND**

The waiver, in whole or in part, of any dividend on any share by any document (whether or not executed as a deed) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the company and if and to the extent that the same is accepted as such or acted upon by the company.

115. **UNCLAIMED DIVIDENDS**

All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the Directors for the benefit of the company until claimed. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date the dividend was declared or became due for payment shall be forfeited and shall revert to the company.

116. **UNCASHED DIVIDENDS**

If cheques, warrants or orders for dividends or other moneys payable in respect of a share sent by the company to the person entitled to it are returned to the company or left uncashed on two consecutive occasions the company shall not be obliged to send any dividends or other moneys payable in respect of that share due to that person until he notifies the company of an address to be used for the purpose.

117. **PAYMENT OF DIVIDENDS IN SPECIE**

The company may, upon the recommendation of the Directors, by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other body corporate) and the Directors shall give effect to such resolution. If the shares in respect of which such a non-cash distribution is paid are uncertificated, any shares in the company which are issued as a non-cash distribution in respect of them must be uncertificated. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates (or ignore fractions), may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the

rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

118. METHOD OF PAYMENT OF DIVIDENDS

Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant (or in respect of shares in uncertificated form by means of a relevant system) sent through the post to the registered address of the member or person entitled thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder or otherwise by operation of law, to any one of such persons) or to such person at such address as such member or person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent, or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct, and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system, or such other means and to or through such person as the holder or joint holders may in writing direct, and the company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions.

119. RECEIPT OF DIVIDENDS

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

120. RECORD DATE FOR DIVIDENDS

Notwithstanding any other provision of these Articles but without prejudice to the rights attached to any shares, the Directors may fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within 6 months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

121. CAPITALISATION OF PROFITS AND RESERVES

121.1 The Directors may with the authority of an ordinary resolution of the company:-

121.1.1 subject as hereinafter provided, resolve to capitalise any amount standing to the credit of the profit and loss account of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any amount standing to the credit of the company's share premium or capital redemption reserve;

- 121.1.2** appropriate the sum resolved to be capitalised to the holders of the ordinary shares in proportion to the nominal amounts of the ordinary shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if those shares were fully paid and that sum were then distributable and it were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively or in paying up in full 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; but the share premium account, the capital redemption reserve and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to holders of the ordinary shares credited as fully paid;
- 121.1.3** resolve that any shares so allotted to any member in respect of a holding by him of any ordinary shares which are not fully paid shall rank for dividend only to the extent that the latter shares rank for dividend;
- 121.1.4** where any difficulty arises with regard to any distribution of any capitalised reserve or other sum, settle the matter as they think expedient and, in particular, make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article in fractions (including provision for fractional entitlements to be disregarded or the benefit thereof to accrue to the company rather than to the members otherwise entitled thereto); and
- 121.1.5** authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for either:-
- 121.1.5.1 the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation; or
 - 121.1.5.2 the payment up by the company on behalf of such members by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares, any agreement made under such authority being binding on all such members.

PAYMENT OF SCRIP DIVIDENDS

- 122.1** Without prejudice to the provisions of Articles 53, 105 and 106, the Directors may offer members (or holders of a particular class of shares) the right to elect to receive shares of that class credited as fully paid, in whole or in part, instead of cash in respect of all or any part of such dividend or dividends as may be declared by the company pursuant to Article 105 or,

as the case may be, by the Directors pursuant to Article 106, subject to such exclusions or restrictions as the Directors may, in their absolute discretion, deem necessary or desirable in relation to compliance with legal or practical problems under the laws of any territory or the requirements of any recognised regulatory body or any stock exchange in any territory.

122.2 The following provisions shall apply in such circumstances:-

122.2.1 the Directors shall not exercise their powers under this Article 122 in respect of a particular dividend or dividends unless the company by ordinary resolution has authorised the exercise of those powers in respect of that dividend or dividends or in respect of dividends (including that dividend or dividends) to be declared or paid during or in respect of a specified period, which period may not end later than the beginning of the annual general meeting next following the date of the meeting at which the ordinary resolution is passed;

122.2.2 the basis of allotment of shares shall be determined by the Directors so that, as nearly as may be considered convenient without involving any rounding up of fractions, the Relevant Value (as determined below) of the new shares to be allotted instead of any cash dividend shall be as nearly as possible equal to (but not more than) such cash amount (disregarding any associated tax credit). For the purpose of this Article 122, the Relevant Value shall be calculated by reference to the average of the last prices of the company's shares as derived from the Daily Official List of the London Stock Exchange on the business day on which the shares are first quoted "ex" the relevant dividend and the four subsequent business days or shall be determined by or in accordance with the ordinary resolution. A certificate or report by the Auditors as to the amount of the Relevant Value in respect of any dividend shall (if the Directors determine such certificate or report to be necessary in the circumstances) be conclusive evidence of that amount and on giving such a certificate or report the Auditors may rely on advice or information from brokers or other sources of information as they think fit;

122.2.3 no member may receive a fraction of a share;

122.2.4 the Directors may make such arrangements as they consider necessary or expedient in relation to any offer to be made pursuant to this Article 122 and, without prejudice to the foregoing, the Directors shall, after determining the basis of allotment, notify the members in writing of any right of election offered to them and shall send forms of election (whether in respect of a particular dividend or dividends generally) and specify the procedure to be followed for making or revoking such elections and the place at which, and the latest time by which, duly completed forms of election and any other relevant document must be lodged in order to be effective;

122.2.5 the dividend (or that part of a dividend in respect of which a right of election

has been offered) shall not be payable on shares in respect of which an election has been duly made ("**Elected Shares**") and instead new shares of the relevant class shall be allotted to the holders of the Elected Shares on the basis of allotment calculated as stated in Article 122.2.2. For such purpose, the Directors shall capitalise out of such of the amounts standing to the credit of the company's reserves (including any share premium account or capital redemption reserve), or out of any of the profits which could otherwise have been applied in paying dividends in cash as the Directors may determine, a sum equal to the aggregate nominal amount of the new shares to be allotted on such basis and 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;

122.2.6 the new shares so allotted shall be allotted as of the record date for the dividend in respect of which the right of election has been offered and shall rank pari passu in all respects with the fully paid shares of that class then in issue save only as regards participation in the dividend in place of which they were allotted;

122.2.7 the Directors may do all acts and things considered necessary or expedient to give effect to the allotment and issue of any shares in accordance with the provisions of this Article 122 and may authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for such allotment and incidental matters, any agreement made under such authority being binding on all such members;

122.2.8 for the avoidance of doubt, every duly effected election shall be binding on every successor in title to the Elected Shares (or any of them) of the member or members who have effected the same.

ACCOUNTS

123.1 Accounting records sufficient to show and explain the company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Directors think fit, and shall at all times be open to inspection by the Directors and officers of the company. Subject as aforesaid no member of the company or other person shall have any right of inspecting any account, book or document of the company except as conferred by the Statutes or ordered by a court of competent jurisdiction or authorised by the Directors or the company in general meeting.

123.2 A copy of every balance sheet and profit and loss account and every Directors' and auditors' report on the same which is to be laid before a general meeting of the company (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty-one clear days before the date of the meeting be sent to every member of, and every holder of debentures of, the company and to every other person who

is entitled to receive notices of meetings from the company under the provisions of the Statutes or of these Articles, save that the company may send a summary financial statement to members of the company instead of its full accounts and report as permitted by the Statutes.

123.3 This Article shall not require a copy of these documents to be sent to any member to whom a summary financial statement is sent in accordance with the Statutes and provided further that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the company is not aware.

123.4 Any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

AUDITORS

124.1 Subject to the provisions of the Statutes, all acts done by any persons acting as Auditors shall, as regards all persons dealing in good faith with the company, be valid, notwithstanding that there was some defect in their appointment or that they were at the time of their appointment not qualified for appointment or subsequently became disqualified

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

124.3 Pursuant to the provisions of the Statutes, the Auditors shall have the right of access at all times to the company's books, accounts and vouchers and shall be entitled to require from officers of the company any such information and explanation as they think necessary for the performance of their duties as auditors.

NOTICES

125.1 Subject to the specific terms of any Article, any notice to be given to or by any person pursuant to these Articles shall be in writing (which, for the avoidance of doubt, shall be deemed to include a notice given in electronic form or by website communication), save that a notice convening a meeting of the board or of a committee of the board need not be in writing.

125.2 Save as provided in Article 125.12, any notice or other Shareholder Information may be served by the company on, or supplied by the company to, any person personally or by sending it by first-class post in a prepaid envelope addressed to such person at his postal address as appearing in the register or by sending or supplying it in electronic form or by website communication. In the case of joint holders of a share all notices or other Shareholder Information shall be given or supplied to the joint holder who is named first in the register, and notice so given or other Shareholder Information so supplied shall be sufficient notice or supply to all the joint holders. Any notice to be given to a person may be

given by reference to the register as it stands at any time within the period of 15 days before the notice is given and no change in the register after that time shall invalidate the giving of the notice.

125.3 In the case of notices or other Shareholder Information sent by post, proof that an envelope containing the communication was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given or other Shareholder Information sent. If the communication is made by post, it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted.

125.4 Any member whose address is not within the United Kingdom and who gives to the company a postal address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such postal address, but otherwise no such person, other than a person whose address is within the United Kingdom, shall be entitled to receive any notice from the company. Any member whose address is not within the United Kingdom and who gives to the company an address for the purposes of receipt of communications in electronic form may, at the absolute discretion of the Board, have notices served upon him at such address.

125.5 Subject to the provisions of the Statutes, any notice or other Shareholder Information (excluding a share certificate) will be validly sent or supplied if sent or supplied by the company to any member in electronic form if that person has agreed (generally or specifically) (or, if the member is a company and it is deemed by the Statutes to have agreed) that the communication may be sent or supplied in that form and:

125.5.1 the notice or other Shareholder Information is sent using electronic means (as that term is used in section 1168 of the Act) 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 (generally or specifically) for that purpose or, if the intended recipient is a company, to such address as may be deemed by a provision of the Statutes to have been so specified;

125.5.2 the notice or other Shareholder Information is sent or supplied in electronic form by hand, handed to the recipient or sent or supplied to an address to which it could validly be sent if it were in hard copy form; and

125.5.3 in each case that person has not revoked the agreement.

125.6 Subject to the provisions of the Statutes any notice or other Shareholder Information (excluding a share certificate) will be validly sent or supplied by the company if it is made available by means of a website communication where that person has agreed, or is deemed by the Statutes to have agreed (generally or specifically) that the communication may be sent or supplied to him in that manner and:

125.6.1 that person has not revoked the agreement;

125.6.2 that person is notified in a manner for the time being agreed for the purpose between that person and the company of:

125.6.2.1 the publication of the notice or other Shareholder Information on a website;

125.6.2.2 the address of that website; and

125.6.2.3 the place on that website where the notice or other Shareholder Information may be accessed and how it may be accessed;

125.6.2.4 the notice or other Shareholder Information continues to be published on the website throughout the period specified in the Act; and

125.6.2.5 the notice or other Shareholder Information is published on the website throughout the period referred to in Article 125.6.2.4 Provided that if the notice or other Shareholder Information is published on that website for a part but not all of such period, the notice or other Shareholder Information will be treated as published throughout that period if the failure to publish the notice or other Shareholder Information throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the company to prevent or avoid.

125.7 When any notice or other Shareholder Information is given or sent by the company by electronic means (as that term is used in section 1168 of the Act), it shall be deemed to have been given at the expiration of 48 hours from the time it was sent to an address supplied by the member, and in the case of the publication of a notice or other Shareholder Information by website communication, it shall be deemed to have been received by the intended recipient when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website pursuant to Article 125.6.2. Proof that a notice 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 was given.

125.8 Any provision of this Article 125 which refers to anything agreed, notified or specified by a member shall be deemed to have been validly agreed, notified or specified, notwithstanding any provisions of the Statutes, if agreed, notified or specified by only one and not all of the joint holders of any shares held in joint names.

125.9 Where in accordance with these Articles a member is entitled or required to give or send to the company a notice in writing, the company may, if it in its absolute discretion so decides, (and shall, if it is registered to do so or is deemed to have so agreed by any provision of the Statutes) permit such notices (or specified classes thereof) to be sent to the company by such

means of electronic communication as may from time to time be specified (or be deemed by the Statutes to be agreed) by the company, so as to be received at such address as may for the time being be specified (or deemed by the Statutes to be specified) by the company (generally or specifically) for the purpose. Any means of so giving or sending such notices by electronic communication shall be subject to any terms, limitations, conditions or restrictions that the Directors may from time to time prescribe.

125.10 A member who (having no registered address within the United Kingdom) has not supplied to the company either a postal address within the United Kingdom for the service of notices or an address for the service of notices in electronic form, subject always to the terms of Articles 125.4 and 125.6 shall not be entitled to receive notices from the company. If, on three consecutive occasions, a notice to a member has been returned undelivered or the company receives notice that it is undelivered, such person 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 office a new postal address within the United Kingdom for the service of notices or shall have informed the company, in such manner as may be specified by the company, of an address for the service of notices in electronic form, subject always to the terms of Articles 125.4 and 125.6. For these purposes, a notice sent by post shall be treated as returned undelivered if the notice is sent back to the company (or its agents) and a notice sent by electronic communication shall be treated as returned undelivered if the company (or its agents) receive(s) notification that the notice was not delivered to the address to which it was sent.

125.11 Every person who becomes entitled to a share:

125.11.1 except as mentioned in Article 125.11.2, 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; but

125.11.2 shall not be bound by any such notice given by the company under section 793 of the Act.

125.12 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national newspaper and such notice shall be deemed to have been duly served on all persons entitled thereto at noon on the day when the advertisement appears. In any such case, the company shall still serve notices in electronic form or by website communication, subject always to the Statutes, and shall send confirmatory copies of the notice by post to persons to whom it was not sent in electronic form or by website communication and to those persons to whom notification of the publication of the notice on the company's website would usually be given by post if at least seven clear days prior to the meeting the posting of notices to postal addresses throughout the United Kingdom becomes practicable.

125.13 A person entitled to a share in consequence of the death, mental disorder or bankruptcy of a

member on supply to the company of such evidence as the Directors may reasonably require to show his title to that share, and upon supplying also a postal address within the United Kingdom for the service of notices and documents and, if he wishes, an address for the service and delivery of electronic communications, shall be entitled (subject always to the terms of Articles 125.4 and 125.5) to have served on or delivered to him at such address any notice or document to which the member but for his death, mental disorder or bankruptcy would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Until such address or addresses have been so supplied, any notice or other Shareholder Information may be sent or supplied in any manner in which it might have been sent or supplied if the death, mental disorder or bankruptcy had not occurred and if so sent or supplied shall be deemed to have been duly sent or supplied in respect of any share registered in the name of such member as sole or first-named joint holder.

UNTRACED SHAREHOLDERS

126.1 The company shall be entitled to sell at the best price reasonably obtainable any share in the company of a member or to which a person is entitled by transmission if and provided that:-

126.1.1 for a period of not less than 12 years (throughout which period the share shall have been in issue) at least three cash dividends in respect of the share in question have become payable and no cheque, order or warrant sent by the company through the post in a prepaid envelope addressed to the member or to the person entitled by transmission to the share at his address on the Register, or at his last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent, has been cashed or the payment been satisfied by the transfer of funds to a designated bank account and no communication has been received by the company that would enable the company to trace such member or the person entitled by transmission and no dividend has been claimed by the person entitled to it;

126.1.2 the company has at the expiration of the period of 12 years referred to in Article 126.1.1 by advertisement in both a national daily newspaper and a newspaper circulating in the area in which the last known address of the member or the person entitled by transmission is located given notice of its intention to sell such share;

126.1.3 the company has not, during the further period of three months after the date of the advertisements (or the later advertisement if the two advertisements are published on different dates) and prior to the exercise of the power of sale, received any communication that would enable the company to trace such member or person entitled by transmission; and

126.1.4 if any shares of the company are listed or dealt in on the London Stock

Exchange, the company has first given notice in writing to the London Stock Exchange of its intention to sell such share.

- 126.2** To give effect to any such sale the Directors may, in the case of a share in certificated form, appoint any person to execute as transferor an instrument of transfer of such share, and such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such share and in the case of a share in uncertificated form, the company may take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as it thinks fit to effect the transfer. The purchaser shall not be bound to see to the application of the purchase money and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 126.3** The company shall account to the member or other person entitled to such share for the net proceeds of such sale and shall be deemed to be his debtor, and not a trustee for him, in respect of the same.
- 126.4** Until accounted for to the member or other person entitled to such share the net proceeds of sale shall be carried to a separate account and shall be a permanent debt of the company. Monies carried to such separate account may for the benefit of the company either be employed in the business of the company or invested in such investments (other than shares of the company or its holding company if any) as the Directors may from time to time think fit. No interest shall be payable in respect of such moneys and the company shall not be required to account for any money earned on them.
- 126.5** If during the period of not less than 12 years referred to in Article 126.1.1 or during any period ending on the date when all requirements of Article 126.1 have been satisfied any additional shares have been issued in right of those held at the beginning of, or previously so issued during, such periods and all the requirements of Article 126.1 have been satisfied in regard to such additional shares, the company shall also be entitled to sell the additional shares.

127. MINUTES

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

127.1.1 of all appointments of officers made by the Directors; and

127.1.2 of all proceedings at meetings of the company, of the holders of any class of shares in the company, of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting, and of all resolutions of the company. 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 read, shall be sufficient evidence without any further proof of the facts stated therein.

127.1.3 Any such minutes shall be kept for the period specified by the Act.

WINDING UP

128.1 The Directors shall have power in the name and on behalf of the company to present a petition to the Court for the company to be wound up.

128.2 If the company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the liquidator may, with the authority of a resolution, divide among the members in specie or in kind the whole or any part of the assets of the company, whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and determine how such division shall be carried out as between the members or different classes of members.

128.3 The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the company may be closed and the company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

DESTRUCTION OF DOCUMENTS

129.1 The company may destroy:-

129.1.1 any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;

129.1.2 any mandate for the payment of dividends or other moneys or any variation or cancellation of the same or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the company;

129.1.3 any instrument of transfer of shares (including any document constituting the renunciation of an allotment of shares) which has been registered at any time after the expiry of six years from the date of registration; and

129.1.4 any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it.

129.2 It shall be presumed conclusively in favour of the company that every share certificate so destroyed was a valid certificate validly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the company, provided always

that:-

- 129.2.1** the provisions of this Article 129 shall apply only to the destruction of a document in good faith and without express notice to the company that the preservation of such document was relevant to a claim;
- 129.2.2** nothing contained in this Article 129 shall be construed as imposing upon the company any liability in respect of the destruction of any such document earlier than provided for in this Article or in any case where the conditions of this Article are not fulfilled; and
- 129.2.3** reference in this Article to the destruction of any document includes references to its disposal in any manner.

130. PROVISION FOR EMPLOYEES

The company may, pursuant to a resolution of the Board and in accordance with the Act, make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

INDEMNITY

- 131.1** Subject to section 204 of the Act the company shall indemnify, out of the assets of the company, any Director of the company or of any associated company against all losses and liabilities which he may sustain or incur in the execution of the duties of his office or otherwise in relation thereto, provided that this Article 131.1 shall only have effect insofar as its provisions are not void under sections 232 or 234 of the Act.
- 131.2** Subject to sections 205(2) to (4) of the Act, the company may provide a Director with funds to meet expenditure incurred or to be incurred by him in defending (or seeking relief in respect of) any civil or criminal proceedings brought or threatened against him in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or an associated company, and the company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under sections 197 to 203 of the Act to enable a Director to avoid incurring such expenditure.
- 131.3** The company may also indemnify, out of the assets of the company, any Director of either the company or any associated company where the company or such associated company acts as trustee of a Pension Scheme, against liability incurred by him on or after 1 October 2007 in connection with the relevant company's activities as trustee of such scheme.
- 131.4** Subject to section 206 of the Act, the company may also provide a Director with funds to meet expenditure incurred or to be incurred by him on or after 1 October 2007 in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty

or breach of trust by him in relation to the company or any associated company and the company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under section 197 of the Act to enable a Director to avoid incurring such expenditure.

131.5 For the purpose of Articles 131.1, 131.3 and 131.4 the expression "associated company" shall mean a company which is either a subsidiary or a holding company of the company or a subsidiary of such holding company as such terms are defined in the Act.