

ARTICLES OF ASSOCIATION

of

ANGUS AND ROSS PLC

(Articles adopted on 17 October 2008 by Special Resolution)

1. **Exclusion of Table A**

No regulations in Table A in force from time to time and any similar regulations in any other legislation relating to companies shall apply as the regulations of the Company.

2. **Definitions**

2.1 The following table gives the meaning of certain words and expressions as they are used in these articles of association. However, the meaning given in the table does not apply if it is not consistent with the context in which a word or expression appears.

“Act”	the Companies Act 1985 as amended, re-enacted, replaced or modified on the date of adoption of these Articles by the Companies Act 2006 and any commencement orders relating to the Companies Act 2006;
"address"	in relation to electronic communications, includes any number or address used for the purposes of such communications;
"amount" (of a share)	the nominal amount of the share;
“Articles”	these articles of association, including any changes made to them, and the expression "this Article" refers to a particular article in these articles of association;
“Auditors”	the auditors of the Company from time to time;
“Board”	the board of directors of the Company or the Directors present at a meeting of Directors at which a quorum is present;
“Cabot”	Cabot G.B. Limited and any member of its group (as such term is defined in section 262 of the Companies Act) from time to time;
“certified share”	a share which is not a CREST share and is normally held in certificated form;
"Chairman"	the chairman of the board of Directors;
“clear days”	in relation to the period of a notice means that period excluding the day when the notice is

	served or deemed to be served and the day for which it is given or on which it is to take effect;
“Company”	Angus & Ross plc;
“CREST”	the electronic settlement system for traded securities and owned by CRESTCo Limited, or any similar system;
“CREST share”	a share which is noted on the Register as being held through CREST in uncertificated form;
“Directors”	the executive and non-executive directors of the Company who make up its board of directors (and “Director” means any one of them) or the directors present at a meeting of the directors at which a quorum is present;
“electronic communication”	the sending or receiving of documents or information by electronic means;
“electronic form” and “electronic copy”	has the meaning given to it in section 1168 of the Companies Act 2006;
“electronic means”	has the meaning given to it in section 1168 of the Companies Act 2006;
“electronic signature”	anything in electronic form which the Directors require to be included with an electronic communication to establish the authenticity or integrity of the communication;
“Executive Director”	a managing director, joint managing director or assistant managing director of the Company or a Director who is the holder of any other employment or executive office with the Company;
“holder”	in relation to any shares means the person whose name is entered in the Register as the holder of those shares;
“Law”	every statute (and any orders, regulations or other subordinate legislation made under it) applying to the Company, including the Act;
“Nominated Director”	the Director appointed by Cabot pursuant to Article 90 (if any) of these Articles;
“Office”	the Company's registered office or in the case of electronic communications, the address specified by the Board for the purpose of receiving documents or information by electronic means;

"Ordinary Shareholder"	a holder of Ordinary Shares;
"Ordinary Shares"	the ordinary shares of 1p each in the capital of the Company;
"paid up"	paid up or treated (credited) as paid up;
"pay"	includes any kind of reward or payment for services;
"Register"	the Company's register of shareholders and, at any time when the Company has shares in issue which are CREST shares, means the Operator register of members (maintained by CREST) and the issuer register of members (maintained by the Company);
"Seal"	any common or official seal that the Company is permitted to have under any Law;
"Secretary"	the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the Company and includes an assistant or deputy secretary and any person appointed by the Directors to perform any of the duties of the Secretary;
"Shareholder"	a holder of the Company's shares;
"Uncertificated Securities Regulations"	means The Uncertificated Securities Regulations 2001 as amended from time to time and any provisions under the Act which supplement or replace them;
"United Kingdom"	Great Britain and Northern Ireland; and
"working day"	any Monday to Friday (inclusive) but not including any public holidays or other day on which the London Stock Exchange plc is not open for business.

2.2 References in the Articles to a document being "signed" or to "signature" include references to its being executed by hand or by seal or by any other method and, in the case of an electronic communication, such references are to its bearing an electronic signature.

2.3 References in the Articles to "writing" and to any form of "written" communication include references to any method of representing or reproducing words in a legible and non-transitory form including by way of electronic communications where specifically allowed in a particular Article or where permitted by the Directors in their absolute discretion.

2.4 Any words or expressions defined in the Law will (if not inconsistent with the subject or context in which they appear) have the same meaning in the Articles or that part save that the word "company" includes any body corporate.

- 2.5 References to a meeting will not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.
- 2.6 Headings in the Articles are only included for convenience. They do not affect the meaning of the Articles.
- 2.7 Where the Articles refer to a person who is entitled to a share by law, this means a person who has been noted in the Register as being entitled to a share as a result of the death or bankruptcy of a Shareholder or some other event which gives rise to the transmission of the share by operation of law.
- 2.8 In the Articles, words denoting the singular include the plural and vice versa, words denoting the masculine include the feminine and words denoting persons include corporations.

3. **Authorised share capital**

The Company's authorised share capital at the date of adoption of the Articles consists of £10,000,000 divided into 1,000,000,000 Ordinary Shares of 1 pence each.

4. **Rights attaching to shares**

- 4.1 Subject to any Law, the Company can issue shares with any rights or restrictions attaching to them as long as this is not restricted by any rights attaching to existing shares. These rights or restrictions can be decided by an ordinary resolution passed by the Shareholders.
- 4.2 The rights attaching to the Ordinary Shares as regards participation in the profits and assets of the Company shall be as follows:
- (A) the profits of the Company available for dividend, and which the Company resolves to distribute, shall be distributed by way of dividend among the holders of Ordinary Shares; and
- (B) on a return of assets on a winding up, the assets of the Company available for distribution among the members shall be applied in repaying to the holders of Ordinary Shares the amounts paid up on such Ordinary Shares and, subject to this, will belong to and be distributed among the holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them.

- 4.3 Other rights attaching to Ordinary Shares are set out elsewhere in the Articles.

5. **Redeemable shares**

Subject to any Law and to any rights attaching to existing shares, the Company can, by special resolution, issue shares which can be redeemed. This can include shares which can be redeemed if the holders want to do so, as well as shares which the Company can insist on redeeming.

6. **Purchase of own shares**

- 6.1 Subject to any rights attaching to existing shares, the Company can purchase or contract to purchase any of its shares (including redeemable shares) at any price

(whether at par or below par), if the Law allows this and may hold such shares as treasury shares. The Directors are not required to select the shares to purchase in any particular manner.

Notwithstanding anything to the contrary in the Articles, the special rights attached to any class of share shall be deemed not to be altered or abrogated by any purchase of its own shares by the Company pursuant to this Article.

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

7. **Variation of rights**

- 7.1 If the Law allows this, the rights attaching to any class of shares can be changed or abrogated if this is approved either:

- (A) in writing by Shareholders holding at least three quarters of the issued shares of that class by amount (excluding any shares of that class held as treasury shares); or
- (B) by a special resolution passed at a separate meeting of the holders of the relevant class of shares (called a "class meeting").

- 7.2 All the Articles relating to general meetings will apply to any class meeting, with any necessary changes. The following changes will also apply:

- (A) a quorum will be present at the meeting (other than an adjourned meeting) if two or more Shareholders who are entitled to vote are present in person or by proxy who own at least one third in amount of the issued shares of the class (excluding any shares of that class held as treasury shares);
- (B) any Shareholder who is present in person or by proxy and entitled to vote can demand a poll;
- (C) on a poll every Shareholder who is present in person or by proxy and entitled to vote is entitled to one vote for every share he has of the class (but this is subject to any special rights or restrictions which are attached to any class of shares and excludes any shares of that class held as treasury shares);
- (D) at an adjourned meeting, one person entitled to vote and who holds shares of the class, or his proxy, will be a quorum; and
- (E) where a person is present by proxy or proxies he is treated as holding only those shares in respect of which those proxies are authorised to exercise voting rights.

- 7.3 The provisions of this Article 7 will apply to any change of rights of shares forming part of a class. Each part of the class which is being treated differently is treated as a separate class in applying this Article.

8. Ranking of new shares

If new shares are created or issued which rank equally with any other existing shares, the rights of the existing shares will not be regarded as changed or abrogated unless the terms of the existing shares expressly say otherwise.

9. Unissued shares

The Directors can decide how to deal with any shares which have not been issued. They can, for instance, offer the shares for sale, grant options to acquire them, allot them or dispose of the shares in any other way. The Directors are free to decide who they deal with, when they deal with the shares and the terms on which they deal with the shares. In making their decisions, however, they must take account of:

- (A) Law relating to authority, pre-emption rights and other matters;
- (B) the Articles;
- (C) any resolution passed by the Shareholders; and
- (D) any rights attaching to existing shares.

10. Payment of commission

In connection with any share issue, the Company can use all the powers given by any Law to pay commission or brokerage. Subject to any Law, the Company can pay the commission in cash or by allotting shares, or by a combination of both.

11. Trusts not recognised

The Company will only be affected by, or recognise, a current and absolute right to whole shares. The fact that any share, or any part of a share, may not be owned outright by the registered owner (for example, where a share is held by one person as a nominee or otherwise as a trustee for another person) is not of any concern to the Company. This applies even if the Company knows about the ownership of the share. The only exceptions to this are where the rights of the kind described are expressly given by the Articles, ordered by a Court of competent jurisdiction or are of a kind which the Company has a legal duty, under any Law, to recognise.

12. Suspension of rights where non-disclosure of interest

12.1 The Company can, under the Act, send out notices to those it knows or has reasonable cause to believe have an interest in its shares. In the notice, the Company will ask for details of those who have an interest and the extent of their interest in a particular holding of shares. In the Articles this notice is referred to as a "statutory notice" and the holding of shares is referred to as the "identified shares".

12.2 When a person receives a statutory notice, he has 14 days to comply with it. If he does not do so or if he makes a statement in response to the notice which is false or inadequate in some important way, the Company can decide to restrict the rights relating to the identified shares and send out a further notice to the holder, known as a restriction notice. The restriction notice will take effect when it is delivered. The restriction notice will state that the identified shares no longer give the Shareholder any right to attend or vote either personally or by proxy at a Shareholders' meeting or to exercise any other right in relation to Shareholders' meetings.

- 12.3 Where the identified shares make up 0.25 per cent. or more (in amount or in number) of the existing shares of a class (calculated exclusive of any shares of that class held as treasury shares) at the date of delivery of the restriction notice, the restriction notice can also contain the following further restrictions:
- (A) the Directors can withhold any dividend or part of a dividend or other money which would otherwise be payable in respect of the identified shares without any liability to pay interest when such money is finally paid to the Shareholder; and
 - (B) the Directors can refuse to register a transfer of any of the identified shares which are certificated shares unless the Directors are satisfied that they have been sold outright to an independent third party. The independent third party must not be connected with the Shareholder or with any person appearing to be interested in the shares. Any sale through a stock market or exchange or by way of acceptance of a takeover offer will be treated as an outright sale to an independent third party. For this purpose, any associate (as that term is defined in section 435 of the Insolvency Act 1986) is included in the class of persons who are connected with the Shareholder or any person appearing to be interested in the shares. In order to enforce the restriction in this Article, the Directors can give notice to the relevant Shareholder requiring him to change identified shares which are CREST shares to certificated shares by the time given in the notice. The notice can also say that the relevant Shareholder may not change any identified shares which are certificated shares to CREST shares. If the Shareholder does not comply with the notice, the Directors can authorise any person to change any identified shares which are CREST shares to certificated shares in the name and on behalf of the relevant Shareholder.
- 12.4 Once a restriction notice has been given, the Directors are free to cancel it or exclude any shares from it at any time they think fit. In addition, they must cancel the restriction notice within seven days of being satisfied that all information requested in the statutory notice has been given. Also, where any of the identified shares are sold and the Directors are satisfied that they were sold outright to an independent third party, they must cancel the restriction notice within seven days of receipt of notification of the sale.
- 12.5 The restriction notice will apply to any further shares issued in right of the identified shares. The Directors can also make the restrictions in the restriction notice apply to any right to an allotment of further shares associated with the identified shares.
- 12.6 If a Shareholder receives a restriction notice, he can ask the Company for a written explanation of why the notice was given or why it has not been cancelled. The Company must respond within 14 days of receiving the request.
- 12.7 If the Company gives a statutory notice to a person it has reasonable cause to believe has an interest in any of its shares, it will also give a copy at the same time to the person who holds the shares. If the Company does not do so or the holder does not receive the copy, this will not invalidate the statutory notice.
- 12.8 This Article does not restrict in any way the provisions of the Act which apply to failures to comply with notices under section 212 of the Act.

13. **Uncertificated shares**

13.1 Under the Uncertificated Securities Regulations, the Directors can allow the ownership of shares to be evidenced without share certificates and for these shares to be transferred through CREST. The Directors can select and make arrangements for any class of shares to participate in CREST in this way, provided that the shares of the class are identical in all respects.

13.2 As long as the Directors comply with the Uncertificated Securities Regulations and the rules of CREST, they can also withdraw a class of shares from being transferred through CREST and from allowing ownership of them to be evidenced without share certificates.

13.3 CREST shares do not form a class of shares separate from certificated shares with the same rights.

13.4 If the Company has any shares in issue which are CREST shares, the Articles apply to those shares, but only as far as they are consistent with:

- (A) holding shares in uncertificated form;
- (B) transferring shares through CREST; or
- (C) any provision of the Uncertificated Securities Regulations,

and, without affecting the general nature of this Article, no provision of the Articles applies so far as it is inconsistent with the maintenance, keeping or entering up by the Operator, so long as that is permitted or required by the Uncertificated Securities Regulations, of an Operator register of securities in respect of CREST shares.

13.5 CREST shares can be changed to become certificated shares and certificated shares can be changed to become CREST shares, provided the requirements of the Uncertificated Securities Regulations and the rules of CREST are met.

13.6 Unless the Uncertificated Securities Regulations or the rules of CREST otherwise require or the Directors otherwise determine, shares which are issued or created from or in respect of CREST shares will be CREST shares and shares which are issued or created from or in respect of certificated shares will be certificated shares.

13.7 The Company can assume that entries on any record of securities kept by it as required by the Uncertificated Securities Regulations and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of the particulars entered in the Operator register of securities and therefore will not be liable in respect of anything done or not done by or on its behalf in reliance on such assumption; in particular, any provision of the Articles which requires or envisages action to be taken in reliance on information contained in the Register will be taken to allow that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).

14. **Right to share certificates**

14.1 When a Shareholder is first registered as the holder of any class of certificated shares, he is entitled, free of charge, to one certificate for all of the certificated shares of that class which he holds. If a Shareholder holds certificated shares of more than one class, he is entitled to a separate share certificate for each class. This

does not apply if the Law or the Articles allow the Company not to issue share certificates.

- 14.2 If a Shareholder receives more certificated shares of any class, he is entitled, without charge, to a certificate for the extra shares.
- 14.3 If a Shareholder transfers some of the shares represented by a share certificate, he is entitled, free of charge, to a new certificate for the balance to the extent the balance is to be held in certificated form.
- 14.4 Where a certificated share is held jointly, the Company does not have to issue more than one certificate for that share. When the Company delivers a share certificate to one joint Shareholder, this is treated as delivery to all of the joint Shareholders.
- 14.5 The time limit for the Company to provide a share certificate under this Article is as prescribed by Law or, if this is earlier, within any prescribed time limit or within a time specified when the shares were issued.

15. **Replacement of share certificates**

- 15.1 If a Shareholder has two or more share certificates for shares of the same class, he can ask the Company for these to be cancelled and replaced by a single new certificate. The Company must comply with this request.
- 15.2 A Shareholder can ask the Company to cancel and replace a single share certificate with two or more certificates for the same total number of shares. The Company may comply with this request and may require the payment by the Shareholder of such reasonable out-of-pocket expenses as the Company may from time to time determine.
- 15.3 A Shareholder can ask the Company for a new certificate if the original is:
- (A) damaged or defaced; or
 - (B) said to be lost, stolen or destroyed.
- 15.4 If a certificate has been damaged or defaced, the Company can require the certificate to be returned to it before issuing a replacement. If a certificate is said to be lost, stolen or destroyed, the Company can require satisfactory evidence of this and insist on receiving an indemnity which is satisfactory to it before issuing a replacement.
- 15.5 The Directors can require the Shareholder to pay the Company's exceptional out-of-pocket expenses incurred in connection with the issue of any certificates under this Article.
- 15.6 Any one joint Shareholder can request replacement certificates under this Article.

16. **Execution of share certificates**

Share certificates must be sealed or made effective in such other way as the Directors decide, having regard to the terms of issue and the rules of the stock exchange or market on which the relevant shares are admitted to trading. The Directors can resolve that signatures on any share certificates can be applied to the certificates by mechanical or other means or can be printed on them or that

signatures are not required. A share certificate must state the number and class of shares to which it relates and the amount paid up on those shares.

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

The Company has a lien on all partly paid shares which shall extend to all dividends and other distributions payable thereon. This lien has priority over claims of others to the shares. The lien is for any money owed to the Company for the shares (whether presently payable or not). The Directors can decide to give up any lien which has arisen and can also decide to suspend any lien which would otherwise apply to particular shares.

18. **Enforcing lien by sale**

18.1 If a Shareholder fails to pay the Company any amount due on his partly paid shares, the Directors can enforce the Company's lien by selling all or any of them in any way they decide. The Directors cannot, however, sell the shares until all the following conditions are met:

- (A) the money owed by the Shareholder must be payable immediately;
- (B) the Directors must have given notice to the Shareholder. The notice must state the amount of money due, it must demand payment of this sum and state that the Shareholder's shares may be sold if the money is not paid;
- (C) the notice must have been served on the Shareholder or on any person who is entitled to the shares by law and can be served in any way that the Directors decide; and
- (D) the money has not been paid by at least 14 clear days after the notice has been served.

18.2 The Directors can authorise any person to sign a document transferring the shares to the purchaser of them. Any such transferee will not be bound to ensure that his purchase moneys are transferred to the person whose shares have been sold, nor will his ownership of the shares be affected by any irregularity or invalidity in relation to the sale to him. After the purchaser's name has been entered in the register in respect of the shares, the validity of the sale to him shall not be impeached by any person and the remedy of any person aggrieved by the sale shall only be in damages against the Company.

19. **Application of proceeds of sale**

If the Directors sell any shares on which the Company has a lien, the proceeds will first be used to pay the Company's expenses associated with the sale. The remaining money will be used to pay off the amount which is then payable on the shares and any balance will be passed to the former Shareholder or to any person who would otherwise be entitled to the shares by law, but the Company's lien will also apply to any such balance to cover any money still due to the Company in respect of the shares which is not immediately payable. The Company has the same rights over the money as it had over the shares immediately before they were sold. The Company need not pay over anything until the certificate representing the shares sold has been delivered to the Company for cancellation.

20. **Calls**

20.1 The Directors can call on Shareholders to pay any money which has not yet been paid to the Company on their shares. This includes the nominal value of the shares and any premium which may be payable on those shares. The Directors can also make calls on people who are entitled to shares by law. If the terms of issue of the shares allow this, the Directors can do any one or more of the following:

- (A) make calls at any time and as often as they think fit;
- (B) decide when and where the money is to be paid;
- (C) decide that the money may be paid by instalments; or
- (D) revoke or postpone any call.

20.2 A Shareholder who has received at least 14 clear days' notice giving details of the amount called and of the time and place for payment must pay the call as required by the notice.

20.3 A person remains liable jointly and severally with the successors in title to his shares to pay calls even after he has transferred the shares to which they relate.

21. **Timing of calls**

A call is treated as having been made as soon as the Directors have passed a resolution authorising it.

22. **Liability of joint holders**

Joint Shareholders are jointly and severally liable to pay any calls in respect of their shares. This means that any of them can be sued for all the money due on the shares or they can be sued together.

23. **Interest due on non-payment**

Where a call is made and the money due remains unpaid, the Shareholder will be liable to pay interest on the amount unpaid from the day it is due until it has actually been paid. The Directors will decide on the annual rate of interest, which must not exceed 15 per cent. The Shareholder will also be liable to pay all expenses incurred by the Company as a result of the non-payment of the call. The Directors can decide to forego payment of any or all of such interest or expenses.

24. **Sums due on allotment treated as calls**

If the terms of a share require any money to be paid at the time of allotment, or at any other fixed date, the money due will be treated in the same way as a valid call for money on shares which is due on the same date. If this money is not paid, everything in the Articles relating to non-payment of calls applies. This includes Articles which allow the Company to forfeit or sell shares and to claim interest.

25. **Power to differentiate**

On or before an issue of shares, the Directors can decide that Shareholders can be called on to pay different amounts or that they can be called on at different times.

26. **Payment of calls in advance**

The Directors can accept payment in advance of some or all of the money from a Shareholder before he is called on to pay that money. The Directors can agree to pay interest on money paid in advance until it would otherwise be due to the Company. The rate of interest will be decided by the Directors, but must not exceed 15 per cent. per annum unless the Company passes an ordinary resolution to allow a higher rate.

27. **Notice if call or instalment not paid**

27.1 If a Shareholder fails to pay a call or an instalment of a call when due, the Directors can send the Shareholder a notice requiring payment of the unpaid amount, together with any interest accrued and any expenses incurred by the Company as a result of the failure to pay.

27.2 This notice must:

- (A) demand payment of the amount immediately payable, plus any interest and expenses;
- (B) give the date by when the total amount due must be paid which must be at least fourteen clear days after the date of the notice;
- (C) say where the payment must be made; and
- (D) say that if the full amount demanded is not paid by the time and at the place stated, the Company can forfeit the shares on which the call or instalment is outstanding.

28. **Forfeiture for non-compliance with notice**

If the notice is not complied with, the shares it relates to can be forfeited at any time while any amount is still outstanding. This is done by the Directors passing a resolution stating that the shares have been forfeited. The forfeiture will extend to all dividends and other sums payable in respect of the forfeited shares which have not been paid before the forfeiture. The Directors can accept the surrender of any share which would otherwise be forfeited. Where they do so, references in the Articles to forfeiture include surrender.

29. **Notice after forfeiture**

After a share has been forfeited, the Company will notify the person whose share has been forfeited. However, the share will still be forfeited even if that notice is not given.

30. **Sale of forfeited shares**

30.1 A forfeited share becomes the property of the Company and the Directors can sell or dispose of it on any terms and in any way that they decide. This can be with, or

without, a credit for any amount previously paid up for the share. It can be sold or disposed of to any person, including the previous Shareholder or the person who was previously entitled to the share by law. The Directors can, if necessary, authorise any person to transfer a forfeited share.

- 30.2 After a share has been forfeited, the Directors can cancel the forfeiture, but only before the share has been sold or disposed of. This cancellation of forfeiture can be on any terms the Directors decide.

31. **Arrears to be paid notwithstanding forfeiture**

When a person's shares have been forfeited, he will lose all rights as a Shareholder in respect of those forfeited shares. He must return any share certificate for the forfeited shares to the Company for cancellation. However, he will remain liable to pay calls which have been made, but not paid, before the shares were forfeited. The Shareholder also continues to be liable for all claims and demands which the Company could have made relating to the forfeited share. He must pay interest on any unpaid amount until it is paid. The Directors can fix the rate of interest, but it must not be more than 15 per cent, per year. He is not entitled to any credit for the value of the share when it was forfeited or for any consideration received on its disposal unless the Directors decide to allow credit for all or any of that value.

32. **Statutory declaration as to forfeiture**

- 32.1 A Director or the Secretary can make a statutory declaration declaring:

- (A) that he is a director or the secretary of the Company;
- (B) that a share has been properly forfeited under the Articles; and
- (C) when the share was forfeited.

- 32.2 The declaration will be evidence of these facts which cannot be disputed.

- 32.3 If such a declaration is delivered to a new holder of a share along with a completed transfer form (if one is required), this gives the buyer good title. The new Shareholder does not need to take any steps to see how any money paid for the share is used. His ownership of the share will not be affected if the steps taken to forfeit, sell or dispose of the share were invalid or irregular, or if anything that should have been done was not done.

33. **Transfer**

33.1 **Certificated shares**

Unless the Articles say otherwise, any Shareholder can transfer some or all of his certificated shares to another person. A transfer of certificated shares must be made in writing and either in the usual standard form or in any other form approved by the Directors.

33.2 **CREST shares**

Unless the Articles say otherwise, any Shareholder can transfer some or all of his CREST shares to another person. A transfer of CREST shares must be made through CREST and must comply with the Uncertificated Securities Regulations and the rules of CREST.

33.3 **Entry on Register**

- (A) The person making a transfer will continue to be treated as a Shareholder until the name of the person to whom the share is being transferred is put on the Register for that share.
- (B) The Directors can suspend the registration of transfers at any time for as long as they may decide but not for more than 30 days in any year.

34. **Execution of transfer**

34.1 A share transfer form for certificated shares must be signed or made effective in some other way by, or on behalf of, the person making the transfer.

34.2 In the case of a transfer of a certificated share, where the share is not fully paid, the share transfer form must also be signed or made effective in some other way by, or on behalf of, the person to whom the share is being transferred.

34.3 If the Company registers a transfer of a certificated share, it can keep the transfer form.

35. **Rights to decline registration of partly paid shares**

The Directors can, without giving any reason, refuse to register the transfer of any shares which are not fully paid.

36. **Other rights to decline registration**

36.1 **Certificated shares**

- (A) A share transfer form cannot be used to transfer more than one class of shares. Each class needs a separate form.
- (B) Transfers cannot be in favour of more than four joint holders.
- (C) The share transfer form must be properly stamped to show payment of any applicable stamp duty or certified or otherwise shown to the satisfaction of the Directors to be exempt from stamp duty and must be delivered to the Office, or any other place decided on by the Directors. The transfer form must be accompanied by the share certificate relating to the shares being transferred, unless the transfer is being made by a person to whom the Company was not required to send, and did not send, a certificate. The Directors can also ask (acting reasonably) for any other evidence to show that the person wishing to transfer the share is entitled to do so and, if the share transfer form is signed by another person on behalf of the person making the transfer, evidence of the authority of that person to do so.

36.2 **CREST shares**

- (A) Registration of a transfer of CREST shares can be refused in the circumstances set out in the Uncertificated Securities Regulations.
- (B) Transfers of CREST shares cannot be in favour of more than four joint holders.

36.3 **Refusal to register**

If the Directors refuse to register a transfer, they shall as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company (in the case of a transfer of a share in certificated form) or the date on which the Operator-instruction was received by the Company (in the case of a transfer of a share in uncertificated form to a person who is to hold it thereafter in certificated form) send to the transferee notice of the refusal together with reasons for the refusal (except in the case of suspected or actual fraud). The Directors shall send to the transferee such further information about the reasons for the refusal as the transferee may reasonably request.

36.4 **Renunciations**

Where a share has not yet been entered on the Register, the Directors can recognise a renunciation by that person of his right to the share in favour of some other person. That renunciation will be treated as a transfer and the Directors have the same powers of refusing to give effect to that renunciation as if it were a transfer.

37. **No fee for registration**

No fee is payable to the Company for transferring shares or registering changes relating to the ownership of shares.

38. **Untraced Shareholders**

38.1 The Company can sell any certificated shares at the best price reasonably obtainable at the time of the sale if:

- (A) during the 12 years before the earliest of the notices referred to in Article 38.1(B) below, the shares have been in issue, at least three cash dividends have become payable on the shares and no dividend has been cashed during that period;
- (B) after the 12 year period, the Company has published a notice, stating that it intends to sell the shares. The notice must have appeared in a national newspaper in the United Kingdom and in a local newspaper appearing in the area of the United Kingdom which includes the postal address held by the Company for serving notices relating to those shares; and
- (C) during the 12 year period and for three months after the later of the notices referred to in Article 38.1(B) above has appeared, the Company has not been notified by the Shareholder or any person entitled to the shares by law.

38.2 To sell any shares in this way, the Directors can appoint anyone to transfer the shares. This transfer will be just as effective as if it had been signed by the holder or by a person who is entitled to the shares by law. The person to whom the shares are

transferred is not required to concern himself as to what is done with the purchase moneys nor will his ownership be affected even if the sale is irregular or invalid in any way.

- 38.3 The proceeds of sale will belong to the Company, but it must pay an amount equal to the sale proceeds less the costs of the sale to the Shareholder who could not be traced or to the person who is entitled to his shares by law, if that Shareholder, or person, asks for it.
- 38.4 After the sale, the Company must record the name of the Shareholder, or (if known) the person who would have been entitled to the shares by law, as a creditor for the money in its accounts. The Company will not be a trustee of the money and will not be liable to pay interest on it. The Company can use the money, and any money earned by using the money, for its business or in any other way that the Directors decide.

39. **Transmission on death**

- 39.1 When a sole Shareholder or a Shareholder who is the last survivor of joint Shareholders dies, his personal representatives will be the only people who will be recognised as being entitled to his shares.
- 39.2 If a joint Shareholder dies, the surviving joint Shareholder or Shareholders will be the only people who will be recognised as being entitled to his shares.
- 39.3 However, this Article does not discharge the estate of any Shareholder from any liability,

40. **Entry of transmission in Register**

A person who becomes entitled to a share as a result of the death or bankruptcy of a Shareholder or some other event which gives rise to the transmission of the share by operation of law must provide any evidence of his entitlement which is reasonably required. In the case of certificated shares, the Directors must note this entitlement in the Register within two months of receiving such evidence.

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

- 41.1 Subject to the Articles, a person who becomes entitled to a share by law can either be registered as the Shareholder or choose another person to become the Shareholder.
- 41.2 If a person who is entitled to a certificated share by law wants to be registered as a Shareholder, he must deliver or send a notice to the Company saying that he has made this decision. This notice will be treated as a transfer form. All the provisions of the Articles about registering transfers of certificated shares apply to it. The Directors have the same power to refuse to register a person entitled to certificated shares by law as they would have had to refuse to register a transfer by the person who was previously entitled to the shares.
- 41.3 If a person entitled to a CREST share by law wants to be registered as a Shareholder, he must do so in accordance with the Uncertificated Securities Regulations. All the provisions of the Articles about registering transfers of CREST shares will apply and the same power to refuse to register a person entitled to a CREST share by law will apply as would have applied to refuse to register a transfer

by the person who was previously entitled to the shares.

41.4 If a person who is entitled to a certificated share by law wants the share to be transferred to another person, he must do this by signing a transfer form to the person he has selected. The Directors have the same power to refuse to register the person selected as they would have had to refuse to register a transfer by the person who was previously entitled to the shares.

41.5 If a person who is entitled to a CREST share by law wants the share to be transferred to another person, he must do this using CREST. The same power to refuse to register the person selected will apply as would have applied to refuse to register a transfer by the person who was previously entitled to the shares.

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

42.1 Where a person becomes entitled to a share by law, the rights of the registered Shareholder in relation to that share will cease to have effect.

42.2 A person who is entitled to a share by law is entitled to any dividends or other money relating to the share, even though he is not registered as the holder of the share, on supplying evidence reasonably required to show his title to the share. However, the Directors can send written notice to the person saying the person must either be registered as the holder of the share or transfer the share to some other person. If the person entitled to a share by law does not do this within 60 days of the notice, the Directors can withhold all dividends or other money relating to the share until he does.

42.3 Unless he is registered as the holder of the share, the person entitled to a share by law is not entitled to:

- (A) receive notices of Shareholders` meetings or attend or vote at these meetings; or
- (B) exercise any of the other rights of a Shareholder in relation to these meetings, unless the Directors decide to allow this.

43. **Increase, consolidation, sub-division and cancellation and purchase of own shares**

43.1 The Shareholders can increase the Company's share capital by passing an ordinary resolution. This resolution will fix the amount of the increase and the amount of the new shares.

43.2 The Shareholders can pass an ordinary resolution to do any of the following:

- (A) consolidate, or consolidate and then divide, all or any of its share capital into shares of a larger amount than the existing shares;
- (B) sub-divide some or all of its shares into shares of a smaller amount than the existing shares. This is subject to any restrictions in any Law. The resolution can provide that as between the holders of the divided shares different rights and restrictions of a kind which the Company can apply to new shares can apply to different divided shares; and
- (C) cancel any shares which have not been taken, or agreed to be taken, by

anyone at the date of the resolution and reduce the amount of the Company's share capital by the amount of the cancelled shares.

- 43.3 Subject to and in accordance with the Law, the Company may purchase any of its own shares of any class (including redeemable shares) at any price (whether above or below or at par) and may select the shares to be purchased in any manner. The special rights attached to any class of shares shall be deemed not to be altered or abrogated by any purchase by the company of its own shares under this Article.

44. **Fractions**

- 44.1 If any shares are consolidated, consolidated and then divided, or divided, the Directors have power to deal with any fractions of shares which result. If the Directors decide to sell any shares representing fractions, they must do so for the best price reasonably obtainable and distribute the net proceeds of sale among Shareholders in proportion to their fractional entitlements. The Directors can arrange for any shares representing fractions to be entered in the Register as certificated shares if they consider that this makes it easier to sell them. The Directors can sell those shares to anyone, including the Company, if the Law allows, and can authorise any person to transfer or deliver the shares to the buyer or in accordance with the buyer's instructions. The buyer need not take any steps to see how any money he is paying is used and his ownership will not be affected if the sale is irregular or invalid in any way.

- 44.2 When the Directors consolidate or divide shares, they can treat certificated and CREST shares which a Shareholder holds as separate shareholdings, as far as the Law allows this.

45. **Reduction of capital**

The Company can pass a special resolution to reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any way. This is subject to any restrictions under any Law.

46. **Form of resolution**

- 46.1 Where anything can be done by passing an ordinary resolution, this can also be done by passing a special resolution.

47. **General meetings**

Any general meeting of the Company which is not an annual general meeting is called a general meeting.

48. **Annual general meetings**

The Company must hold an annual general meeting each year in addition to any other general meetings held in the year. The Directors will subject to the provisions of the Law decide when and where it is to be held. The notice calling the meeting must say that the meeting is the annual general meeting.

49. **Convening of general meetings**

The Directors can call an general meeting at any time in the manner required by the Law.

50. **Separate general meetings**

If a separate general meeting of holders of shares of a class is called otherwise than for changing or abrogating the rights of the shares of that class, the provisions of the Articles relating to general meetings will apply to such a meeting with any necessary changes. For the purposes of this Article, a general meeting where Ordinary Shareholders are the only Shareholders who can attend and vote in their capacity as Shareholders will also constitute a separate general meeting of the holders of the Ordinary Shares.

51. **Multiple venues**

51.1 The Directors may resolve to enable persons entitled to attend a general meeting to do so by attendance and participation at one or more additional meeting places anywhere in the world at the same time as the proceedings are taking place at the venue specified in the notice of meeting as the venue where the chairman of the meeting will be present (known as the "principal venue").

51.2 The Shareholders present in person or by proxy at the additional meeting places must be counted in the quorum for, and entitled to vote at, the relevant general meeting.

51.3 The Directors must ensure that facilities are available throughout the general meeting to ensure that Shareholders attending at the principal venue and each additional meeting place are able to participate in the business of the meeting, and hear and see all persons who speak at the principal venue or in any additional meeting place (whether by means of microphones, loudspeakers, audio-visual communications equipment or otherwise) and when speaking may be heard and seen by all other persons present at the principal venue and in any additional meeting place.

52. **Length of notice**

52.1 At least 21 clear days' written notice must be given for every annual general meeting.

52.2 For all other general meetings, at least 14 clear days' written notice must be given except that a shorter notice period for a general meeting may be given if in the case of an annual general meeting, the shorter notice period is agreed to by all the Shareholders entitled to attend and vote at the meeting and in the case of any other general meeting, the shorter notice period is agreed to by a majority in number of the Shareholders who have a right to attend and vote at that meeting, being a majority holding not less than ninety five per cent., in nominal value, of those shares (excluding shares held as treasury shares).

52.3 In this Article references to written notice include the use of electronic communications and publication on a website in accordance with any Law.

52.4 The notice for any general meeting must state:

- (A) where the meeting is to be held;
- (B) the date and time of the meeting; and
- (C) the general nature of the business of the meeting.

52.5 All Shareholders must be given notice of every general meeting. The only exception is those Shareholders who are not entitled to receive a notice because of: .

(A) a provision in the Articles; or

(B) the terms of issue of the shares they hold.

52.6 Notice must also be given to the Auditors and Directors.

52.7 Every notice of a meeting shall state with reasonable prominence that a member entitled to attend, speak and vote at the meeting may appoint one or more proxies to attend, speak and vote at that meeting instead of him and that a proxy need not be a member of the Company. Each proxy shall be appointed to exercise the rights attached to a different share or shares held by the member.

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

53.1 If any notice or other document, or any electronic communication, relating to any meeting or other proceeding is accidentally not sent, or is not received, or is not made available as required or permitted by Law, the meeting or other proceeding will not be invalid as a result.

53.2 A Shareholder present in person or by proxy at a Shareholders' meeting is treated as having received proper notice of that meeting and, where necessary, of the purpose of that meeting.

54. **Postponement of general meetings**

If the Directors consider that it is impracticable or undesirable to hold a general meeting on the date or at the time or place stated in the notice calling the meeting, they can move or postpone the meeting (or do both). If the Directors do this, an announcement of the date, time and place of the rearranged meeting will, if practicable, be published in at least two national newspapers in the United Kingdom. Notice of the business of the meeting does not need to be given again. The Directors must take reasonable steps to ensure that any Shareholder trying to attend the meeting at the original time and place is informed of the new arrangements. If a meeting is rearranged in this way, appointments of proxy are valid if they are received as required by the Articles not less than 48 hours before the time of the rearranged meeting. The Directors can also move or postpone the rearranged meeting (or do both) under this Article.

55. **Quorum**

Before a general meeting starts to do business, there must be a quorum present. Unless the Articles say otherwise, a quorum for all purposes is two people who are entitled to vote. They can be Shareholders who are personally present or proxies for Shareholders or a combination of both. If a quorum is not present, a chairman of the meeting can still be chosen and this will not be treated as part of the business of the meeting.

A corporation being a Shareholder shall be deemed for the purpose of these Articles to be present in person if represented by proxy or corporate representative or in accordance with the provisions of any Law.

56. **Procedure if quorum not present**

- 56.1 This Article applies if a quorum is not present within fifteen minutes of the time fixed for a general meeting to start or within any longer period not exceeding one hour which the chairman of the meeting can decide.
- 56.2 If the meeting was called by Shareholders it will be dissolved. Any other meeting will be adjourned to such other day (being not less than fourteen nor more than 28 days later), and at such other time and place as the chairman of the meeting may determine. In this case the Company will give not less than seven clear days' written notice of the adjourned meeting. In this Article references to written notice include the use of electronic communications and publication on a website in accordance with any Law.
- 56.3 One Shareholder present in person or by proxy and entitled to vote will constitute a quorum at any adjourned meeting and any notice of an adjourned meeting must state this.

57. **Security arrangements**

The Directors can put in place arrangements, both before and during any general meeting, which they consider to be appropriate for the proper and orderly conduct of the general meeting and the safety of people attending it. This authority includes power to refuse entry to, or remove from meetings, people who fail to comply with these arrangements.

58. **Chairman of general meeting**

- 58.1 The Chairman (if any) of the Board will be the chairman of the meeting at every general meeting, if he is willing and able to take the chair.
- 58.2 If the Company does not have a Chairman, or if he is not willing and able to take the chair, a deputy Chairman (if any) will chair the meeting if he is willing and able to take the chair. If more than one deputy Chairman is present they will agree between themselves who will take the chair and, if they cannot agree, the deputy Chairman who has been a Director longest will take the chair.
- 58.3 If the Company does not have a Chairman or a deputy Chairman, or if neither the Chairman nor a deputy Chairman is willing or able to chair the meeting, after waiting fifteen minutes from the time that a meeting is due to start, the Directors who are present will choose one of themselves to act as chairman of the meeting. If there is only one Director present, he will be the chairman of the meeting, if he agrees.
- 58.4 If there is no Director willing and able to be the chairman of the meeting, then the persons who are present at the meeting and entitled to vote on a poll will decide which one of them is to be the chairman of the meeting.
- 58.5 Nothing in the Articles restricts or excludes any of the powers or rights of a chairman of a meeting which are given by any Law.

59. **Orderly conduct**

- 59.1 The chairman of a meeting can take any action he considers appropriate for the proper and orderly conduct at a general meeting. The chairman's decision on points of order, matters of procedure or on matters that arise incidentally from the business

of a meeting is final, as is the chairman's decision on whether a point or matter is of this nature.

- 59.2 The Board may make any arrangement and impose any restriction it considers appropriate to ensure the security of a meeting including, without limitation, the searching of a person attending the meeting and the restriction of the items of personal property that may be taken into the meeting place. The Board is entitled to refuse entry to a meeting to a person who refuses to comply with these arrangements or restrictions.

60. **Entitlement to attend and speak**

Each Director (whether or not he is also a Shareholder) can attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares in the Company. The chairman of a meeting can also allow anyone to attend and speak where he considers that this will help the business of the meeting.

61. **Adjournments**

- 61.1 The chairman of a meeting can adjourn the meeting before or after it has started, and whether or not a quorum is present, if he considers that:

- (A) there is not enough room for the number of Shareholders and proxies who can and wish to attend the meeting;
- (B) the behaviour of anyone present prevents, or is likely to prevent, the business of the meeting being carried out in a proper or orderly way; or
- (C) an adjournment is necessary for any other reason, so that the business of the meeting can be properly carried out.

- 61.2 The chairman of the meeting does not need the consent of the meeting to adjourn it for any of these reasons to a time, date and place which he decides. He can also adjourn the meeting to a later time on the same day or indefinitely. If a meeting is adjourned indefinitely, the Directors will fix the time, date and place of the adjourned meeting.

- 61.3 If it appears to the chairman of the meeting that the meeting place specified in the notice convening the meeting is inadequate to accommodate all the Shareholders entitled and wishing to attend, the meeting is duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that a Shareholder who is unable to be accommodated is able to:

- (i) participate in the business for which the meeting has been convened; and
- (ii) hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere; and
- (iii) be heard and seen by all other persons present in the same way.

- 61.4 The chairman of a meeting can also adjourn a meeting which has a quorum present if this is agreed by the meeting. This can be to a time, date and place proposed by the chairman of the meeting or the adjournment can be indefinite. The chairman of the meeting must adjourn the meeting if the meeting directs him to. In these

circumstances the meeting will decide how long the adjournment will be and where and when it will adjourn to. If a meeting is adjourned indefinitely, the Directors will fix the time, date and place of the adjourned meeting.

61.5 A reconvened meeting can only deal with business that could have been dealt with at the meeting which was adjourned.

61.6 Meetings can be adjourned more than once.

62. **Notice of adjournment**

Where a meeting is adjourned indefinitely or for more than 30 days, seven clear days, notice of the adjourned meeting must be given in the same way as was required for the original meeting. Except where the Articles require it, there is no need to give notice of the adjourned meeting or of the business to be considered there.

63. **Amendments to resolutions**

63.1 Amendments can be proposed to any resolution if they are clerical amendments or amendments to correct some other obvious error in the resolution.

63.2 No other amendments can be proposed to any special resolution.

63.3 Amendments to an ordinary resolution which are within the scope of the resolution can be proposed if:

- (A) notice of the proposed amendment is delivered to the Office at least 48 hours before the date of the meeting or adjourned meeting; or
- (B) the chairman of the meeting decides that the amendment is appropriate for consideration by the meeting.

In calculating the period of time referred to in this Article, no account shall, if the Directors determine, be taken of any day which is not a working day.

63.4 No other amendment can be proposed to an ordinary resolution. The chairman of the meeting can agree to the withdrawal of any proposed amendment before it is put to the vote.

64. **Amendments ruled out of order**

If the chairman of a meeting in good faith rules that a proposed amendment to any resolution under consideration is out of order, any error in that ruling will not affect the validity of a vote on the original resolution.

65. **Votes of Shareholders**

On a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote. On a poll, every Shareholder present in person or by proxy will have one vote for every share he holds. This is subject to any special rights or restrictions as to voting which are given to any shares or upon which any shares may be held at the relevant time and to the Articles.

66. **Method of voting**

- 66.1 A resolution put to the vote at any general meeting will be decided on a show of hands unless a poll is demanded when, or before, the chairman of the meeting declares the result of the show of hands. Subject to any Law, a poll can be demanded by:
- (A) the chairman of the meeting; or
 - (B) at least two Shareholders at the meeting who are entitled to vote (or their proxies);
 - (C) one or more Shareholders at the meeting who are entitled to vote (or their proxies) and who have between them at least ten per cent. of the total votes of all Shareholders who have the right to vote at the meeting (excluding treasury shares); or
 - (D) one or more Shareholders at the meeting who have shares which allow them to vote at the meeting (or their proxies) and on which the total amount which has been paid up is at least ten per cent. of the total sum paid up on all shares which give the right to vote at the meeting (excluding treasury shares).
- 66.2 The chairman of the meeting can also demand a poll before a resolution is put to the vote on a show of hands.
- 66.3 A demand for a poll can be withdrawn if the chairman of the meeting agrees to this.
- 66.4 No poll can be demanded on the appointment of a Chairman of the meeting.
- 66.5 If no poll is demanded or a demand for a poll is withdrawn, any declaration by the chairman of the meeting of the result of a vote on that resolution by a show of hands will upon an entry to that effect being made in the minute books stand as conclusive evidence of the result without proof of the number or proportion of the votes recorded for or against, or abstaining to vote on, the resolution.

67. **Procedure if poll demanded**

If a poll is demanded in the way allowed by the Articles, the chairman of the meeting can decide when, where and how it will be taken and may appoint scrutineers who need not be Shareholders. The result will be treated as the decision of the meeting at which the poll was demanded, even if the poll is taken after the meeting. A demand for a poll may be withdrawn with the consent of the chairman at any time before the earlier of the close of the meeting or the taking of the poll.

68. **When poll to be taken**

If a poll is demanded on a vote to adjourn a meeting, it must be taken immediately at the meeting. Any other poll demanded can either be taken immediately or within 30 days from the date it was demanded and at a time and place decided on by the chairman of the meeting. It is not necessary to give notice for a poll which is not taken immediately if the time and place for it to be taken is announced at the meeting. Otherwise, seven clear days notice of the poll needs to be given.

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

A demand for a poll on a particular matter (other than on the adjournment of the meeting) will not stop a meeting from continuing to deal with other matters.

70. **Votes on a Poll**

On a poll a Shareholder can vote either in person or by his proxy. A Shareholder can appoint more than one proxy to attend on the same occasion. If a Shareholder appoints more than one proxy, he must specify the number of shares in relation to which each proxy is appointed and each proxy will only be entitled to exercise voting rights in relation to the number of shares for which he is appointed. If a Shareholder appoints more than one proxy, he must ensure that no more than one proxy is appointed in relation to any share. If a Shareholder votes on a poll, he does not have to use all of his votes or cast all his votes in the same way.

71. **Casting vote of chairman**

Where equal votes are cast at a general meeting, whether on a show of hands or on a poll, the chairman of the meeting will be entitled to an additional or casting vote.

72. **Votes of joint holders**

If more than one joint Shareholder votes (including voting by proxy), the only vote which will count is the vote of the person whose name appears first on the Register.

73. **Voting on behalf of incapable Shareholder**

This Article applies where a court or official claiming jurisdiction to protect people who are unable to manage their own affairs has made an order about a Shareholder_ The person appointed to act for that Shareholder can vote for him. He can also exercise any other rights of the Shareholder relating to meetings. This includes appointing a proxy, voting on a show of hands and voting on a poll. Before the representative does so, however, such evidence of his authority as the Directors require must be received at the Office not later than the latest time at which proxy forms must be received to be valid for use at the relevant meeting or on the holding of the relevant poll. If a different place for the receipt of proxy forms which are not electronic communications is specified, the evidence must instead be received at that address.

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

Unless the Directors decide otherwise, a Shareholder cannot attend or vote shares at any general meeting of the Company, or at any separate general meeting of the holders of any class of shares in the Company, or upon a poll or exercise any other right conferred by membership in relation to general meetings or polls if he has not paid all amounts relating to those shares which are due at the time of the meeting.

75. **Objections or errors in voting**

If:

- (A) any objection to the right of any person to vote is made;
- (B) any votes have been counted which ought not to have been counted or

which might have been rejected; or

(C) any votes are not counted which ought to have been counted,

the objection or error must be raised or pointed out at the meeting (or the adjourned meeting) or poll at which the vote objected to is cast or at which the error occurs. Any objection or error must be raised with or pointed out to the chairman of the meeting. His decision is final. If a vote is allowed at a meeting or poll, it is valid for all purposes and if a vote is not counted at a meeting or poll, this will not affect the decision of the meeting or poll.

76. Execution of proxies and corporate representatives

76.1 A proxy form must be in writing, signed by the Shareholder appointing the proxy, or by his attorney. Where the proxy is appointed by a company, the proxy form should either be sealed by that company or signed by someone authorised to sign it. In this Article references to "in writing" include the use of electronic communications, subject to any terms and conditions decided on by the Directors.

76.2 Any corporation which is a Shareholder may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of Shareholders. Such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual Shareholder, including power, when personally present, to vote on a show of hands. The Board may, but shall not be bound to, require evidence of the authority of any person purporting to act as the representative of any such corporation.

76.3 A proxy need not be a Shareholder.

77. Receipt of proxies

77.1 Proxy forms which are not electronic communications must be received at the Office, or at any other place stated in or by way of note to the notice of meeting or adjourned meeting or in any accompanying document, at least

(A) 48 hours (or such shorter time as the Directors decide) before a meeting or an adjourned meeting; or

(B) 24 hours (or such shorter time as the Directors decide) before a poll is taken, if the poll is not taken on the same day as the meeting or adjourned meeting; or

(C) The Directors may specify in the notice convening the meeting that in determining the time for delivery of proxies pursuant to this Article, no account shall be taken of a part of a day that is not a working day.

77.2 If such a proxy form is signed by an attorney and the Directors require this, the power of attorney or other authority relied on to sign it (or a copy which has been certified by a notary or in some other way approved by the Directors, or an office copy) must be received with the proxy form.

77.3 Proxy forms which are electronic communications, where an address has been specified for the purpose of receiving electronic communications in or by way of note to the notice of meeting or adjourned meeting or in any accompanying document or

in any electronic communication issued by or on behalf of the Company, must be received at that specified address at least:

- (A) 48 hours (or such shorter time as the Directors decide) before a meeting or an adjourned meeting; or
- (B) 24 hours (or such shorter time as the Directors decide) before a poll is taken, if the poll is not taken on the same day as the meeting or adjourned meeting.

77.4 The Directors may specify in the notice convening the meeting that in determining the time for delivery of proxies pursuant to this Article, no account shall be taken of a part of a day that is not a working day.

77.5 If such a proxy form is signed by an attorney and the Directors require this, the power of attorney or other authority relied on to sign it (or a copy which has been certified by a notary or in some other way approved by the Directors, or an office copy) must be received at the Office, or at any other place stated in the notice of meeting or adjourned meeting or in any accompanying document, at least 48 hours (or such shorter time as the Directors decide) before a meeting or an adjourned meeting or 24 hours (or such shorter time as the Directors decide) before a poll is taken if the poll is not taken on the same day as the meeting or adjourned meeting.

77.6 If the above requirements are not complied with, the proxy will not be able to act for the person who appointed him.

77.7 If more than one valid proxy form is received in respect of the same share for use at the same meeting or poll, the one which is received last (regardless of its date or the date on which it is signed) will be treated as the valid form. If it is not possible to determine the order of receipt, none of the forms will be treated as valid.

77.8 A Shareholder can attend and vote at a general meeting or on a poll even if he has appointed a proxy to attend and, on a poll, vote on his behalf at that meeting or on that poll.

77.9 The proceedings at a general meeting will not be invalidated where an appointment of a proxy in respect of that meeting is delivered in a manner permitted by the Articles by electronic communications, but because of a technical problem it cannot be read by the recipient.

78. **Maximum validity of proxy**

A proxy form will cease to be valid 12 months from the date of its receipt. It will, however, be valid (unless the proxy form itself states otherwise) if it is used at an adjourned meeting or on a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting.

79. **Form of proxy**

A proxy form can be in any form which the Directors approve and the Directors may send out with the notice of any meeting forms of instrument of proxy for use at the meeting. A proxy form gives the proxy the authority to demand a poll or to join others in demanding a poll and to vote on any amendment to a resolution put to, or any other business which may properly come before, the meeting. Unless it says otherwise, a proxy form is valid for the meeting to which it relates and also for any adjournment of that meeting.

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

80.1 Any vote cast in the way a proxy form authorises or any demand for a poll made by a proxy will be valid even though:

- (A) the person who appointed the proxy has died or is of unsound mind;
- (B) the proxy form has been revoked; or
- (C) the authority of the person who signed the proxy form for the Shareholder has been revoked.

80.2 Any vote cast or poll demanded by a company representative will also be valid even though his authority has been revoked.

80.3 However, this does not apply if written notice of the relevant fact has been received at the Office (or at any other place specified for the receipt of forms of proxy) at least:

- (A) 48 hours before the meeting or adjourned meeting; or
- (B) 24 hours before a poll is taken, if the poll is not taken on the day of the meeting or adjourned meeting.

80.4 In this Article 80, references to written notice include the use of electronic communications, subject to any terms and conditions decided on by the Directors.

81. **Number of Directors**

The Company must have a minimum of two Directors but the Shareholders can change this restriction by passing an ordinary resolution.

82. **No Directors' shareholding qualification**

Directors are not required to hold shares in the Company in order to be, or to become, Directors.

83. **Power of Company to elect Directors**

Subject to the Articles, the Company can, by passing an ordinary resolution, elect any willing person to be a Director, either as an extra Director or to fill a vacancy where a Director has stopped being a Director for some reason provided that the total number of Directors does not at any time exceed any maximum number fixed by or in accordance with these Articles.

84. **Power of Directors to appoint Directors**

84.1 Subject to the Articles, the Directors can from time to time and at any time appoint any willing person to be a Director, either as an extra Director or as a replacement for another Director provided that the total number of Directors does not at any time exceed any maximum number fixed by or in accordance with these Articles.

84.2 Any Director appointed in this way must retire from office at the first annual general meeting after his appointment. A Director who retires in this way is then eligible for election but is not taken into account when deciding which and how many Directors should retire by rotation at the annual general meeting.

85. **Number of Directors to retire by rotation**

At every annual general meeting at least one third of the current Directors must retire as Directors. Where the number of Directors is not three or a number divisible by three, the minimum number of Directors to retire will be the number which is nearest to and less than one third.

86. **Identity of Directors to retire**

86.1 Directors who were in office the longest since their last election or re-election must retire by rotation.

86.2 If there are Directors who were last elected on the same date, they can agree on who is to retire. If they do not agree, they must draw lots to decide.

86.3 The number and identity of Directors to retire by rotation on each occasion will be determined by the number and identity of the Directors at the start of business on the date of the notice which convenes the annual general meeting. A Director will not be required to retire by rotation or be relieved from retiring by rotation because of any change in the number or identity of the Directors after that time but before the close of the meeting.

87. **Filling vacancies**

Subject to the Articles, at the general meeting at which a Director retires, Shareholders can pass an ordinary resolution to re-elect the Director or to elect some other eligible person in his place.

88. **Power of removal by ordinary resolution**

In accordance with the Law, the Company can pass an ordinary resolution of which special notice has been given to remove a Director from office even though his time in office has not ended and can (subject to the Articles) elect a person to replace a Director who has been removed in this way by passing an ordinary resolution.

89. **Persons eligible as Directors**

The only people who can be elected as Directors at a general meeting are the following:

- (A) Directors retiring at the meeting;
- (B) anyone recommended by the Directors; or
- (C) anyone nominated by a Shareholder (not being the person to be nominated) in the following way. The Shareholder must be entitled to vote at the meeting. He must deliver to the Office not less than seven nor more than 42 clear days before the day of the meeting:
 - (1) a letter stating that he intends to nominate another person for election as a Director; and
 - (2) written confirmation from that person that he is willing to be elected.

90. Nominated Director

90.1 Notwithstanding any other provisions of these Articles, for so long as Cabot holds more than 5% of the issued share capital of the Company from time to time, Cabot shall be entitled to appoint as a Director (a “Nominated Director”) any person and to remove from office any person so appointed and to appoint another person in his place. Any such appointment and the removal of such appointee may be effected in writing to the Company.

90.2 At a general meeting where there is a resolution to put to the vote of the meeting to remove the Nominated Director from the Board, Cabot will have one more vote than all the other votes cast by the Shareholders present, whether in person or by proxy, at the meeting.

91. Position of retiring Directors

A Director retiring at a general meeting retires at the end of that meeting or (if earlier) when a resolution is passed to elect another person in the Director's place or when a resolution to elect or re-elect the Director is put to the meeting and lost. Where a retiring Director is elected or re-elected, he continues as a Director without a break.

92. Vacation of office of Directors

92.1 Any Director automatically stops being a Director if:

- (A) (not being an Executive Director whose contract precludes resignation) he gives the Company a written notice of resignation delivered to the Office or tendered at a meeting of the Board;
- (B) (being such an Executive Director) he gives the Company a written notice in which he offers to resign and the Directors decide to accept this offer;
- (C) all of the other Directors for the time being (such other Directors being not less than three in number) pass a resolution or sign a written notice requiring the Director to resign;
- (D) in circumstances where the Director is an executive position (including that of Managing Director), the Director's employment contract with the Company is terminated by the Company;
- (E) he is or has been suffering from mental ill-health or becomes a patient for any purpose of any statute relating to mental health and the Directors pass a resolution removing the Director from office;
- (F) he has missed Directors' meetings (whether or not an alternate director appointed by him attends those meetings) for a continuous period of six months without permission from the Directors and the other Directors pass a resolution removing the Director from office;
- (G) a bankruptcy order is made against him or he makes any arrangement or composition with his creditors generally;
- (H) he is prohibited from being a Director under any Law; or
- (I) he ceases to be a Director under any Law or he is removed from office

under the Articles.

92.2 If a Director stops being a Director for any reason, he will also automatically cease to be a member of any committee or sub-committee of the Directors.

92.3 In this Article references to written notice include the use of electronic communications, subject to any terms and conditions decided on by the Directors.

93. **Alternate Directors**

93.1 Any Director can appoint any person (including another Director) to act in his place (called an "alternate director") and may at his discretion remove such alternate director. That appointment requires the approval of the Directors, unless previously approved by the Directors or unless the appointee is another Director. A Director appoints an alternate director by sending a signed written notice of appointment to the Office or by tabling it at a meeting of the Directors, or in such other way as the Directors approve.

93.2 The appointment of an alternate director ends on the happening of any event which, if he were a Director, would cause him to vacate that office. It also ends if the alternate director resigns his office by written notice to the Company or if his appointor stops being a Director, unless that Director retires at a general meeting at which he is re-elected. A Director can also remove his alternate director by a written notice delivered to the Office or tabled at a meeting of the Directors.

93.3 An alternate director is entitled, if his appointor so requests, to receive notices of meetings of the Directors. He is entitled to attend and vote as a Director at any meeting at which the Director appointing him is not personally present and generally at that meeting is entitled to perform all of the functions of his appointor as a Director. The provisions of the Articles regulating the meeting apply as if he (instead of his appointor) were a Director. If he is himself a Director, or he attends any meeting as an alternate director for more than one Director, he can vote cumulatively for himself and for each other Director he represents but he cannot be counted more than once for the purposes of the quorum. An alternate director's signature to any resolution in writing of the Directors is as effective as the signature of his appointor, unless the notice of his appointment provides to the contrary. This Article also applies in a similar fashion to any meeting of a committee of which his appointor is a member. Except as set out in this Article, an alternate director

(A) does not have power to act as a Director;

(B) is not deemed to be a Director for the purposes of the Articles; and

(C) is not deemed to be the agent of his appointor.

93.4 An alternate director is entitled to contract and be interested in and benefit from contracts, transactions or arrangements and to be repaid expenses and to be funded and/or indemnified by the Company to the same extent as if he were a Director. However, he is not entitled to receive from the Company as an alternate director any pay, except for that part (if any) of the pay otherwise payable to his appointor as his appointor may tell the Company in writing to pay to his alternate director.

93.5 In this Article references to written notice and to in writing include the use of electronic communications subject to any terms and conditions decided on by the

Directors.

94. **Managing and executive Directors**

- 94.1 The Directors or any committee authorised by the Directors can from time to time appoint one or more Directors to the office of Chief Executive or hold any other employment or executive office or place of profit with the Company (except Auditor), on such terms and for such period (subject to the provisions of any Law) as they think fit. They can also terminate or vary an appointment at any time.
- 94.2 The Directors or any committee authorised by the Directors will decide how much remuneration an Executive Director will receive (whether as salary, commission, profit share or any other form of remuneration) and whether this is in addition to or in place of his fees as a Director.
- 94.3 If the Directors terminate the appointment, the termination will not affect any right of the Company or the Director in relation to any breach of any employment or other contract which may be involved in the termination.

95. **Director's fees**

- 95.1 There shall be paid out of the funds of the Company to the Directors fees at such rates as the Board may from time to time determine or such other figure as the Company may in general meeting from time to time determine. Such fees shall be divided among such Directors in such proportion or manner as may be determined by the Directors and, in default of determination, equally. A fee payable to a Director pursuant to this Article is distinct from any salary, remuneration or other amount payable to him pursuant to other provisions of these Articles and accrues from day to day.

96. **Additional remuneration**

- 96.1 The Directors or any committee authorised by the Directors can award extra fees to any Director who, by request, goes or resides abroad for any purposes of the Company or who performs any other services which the Directors consider extend beyond the ordinary duties of a Director, including acting as Chairman or deputy Chairman or chairing or being a member of a board committee of the Company.
- 96.2 Extra fees can take the form of salary, commission, profit-sharing or other benefits (and can be paid partly in one way and partly in another) and shall be in addition to any remuneration provided for by or pursuant to any other Article. This is all decided by the Directors or any committee authorised by the Directors.

97. **Expenses**

- 97.1 The Company can pay the reasonable travel, hotel and incidental expenses of each Director incurred in attending and returning from general meetings, meetings of the Directors or committees of the Directors or any other meetings which as a Director he is entitled to attend.
- 97.2 The Company will pay all other expenses properly and reasonably incurred by each Director in connection with the Company's business or in the performance of his duties as a Director.
- 97.3 The Company can also fund a Director's expenditure on defending¹ proceedings or

in connection with any court application under any Law and can do anything to enable a Director to avoid incurring such expenditure, all as provided in any Law.

98. **Pensions and gratuities for Directors**

98.1 The Directors or any committee authorised by the Directors on behalf of the Company can decide whether to provide pensions, annual payments or other benefits to any person including any Director or former Director, or any relation or dependant of, or person connected to, such a person. The Directors can also decide to contribute to a scheme or fund or to pay premiums to a third party for these purposes. The Company can only provide pensions and other benefits to people who are or were Directors but who have not been an Executive Director or been employed by, or held an office or executive position in, the Company or any of its subsidiary undertakings or former subsidiary undertakings or any predecessor in business of the Company or any such other company or to relations or dependants of, or persons connected to, these Directors or former Directors if the Shareholders approve this by passing an ordinary resolution.

98.2 A Director or former Director will not be accountable to the Company or the Shareholders for any benefit provided under this Article. Anyone receiving such a benefit will not be disqualified from being or becoming a Director.

99. **Permitted interests and voting**

99.1 **For the purpose only of this Article 99:**

99.1.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

99.1.2 an interest means a direct or an indirect interest;

99.1.3 an interest, transaction or arrangement of which a director is aware includes an interest, transaction or arrangement of which that director ought reasonably to be aware; and

99.1.4 in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director in addition to any interest which the alternate director otherwise has.

99.2 **Power of the board to authorise conflicts of interest**

99.2.1 For the purposes of section 175 of the Companies Act 2006 (“**2006 Act**”) the Directors may authorise any matter proposed to it in accordance with these Articles which would, if not so authorised, involve a breach by a Director of his duty to avoid conflicts of interest under the section, including, without limitation, any matter which relates to a situation (a “**relevant situation**”) in which a Director has, or can have, an interest which conflicts, or possibly may conflict, with the interest of the Company including the exploitation of any property, information or opportunity (whether or not the Company could take advantage of it) and excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest. The provisions of this Article do not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company.

99.2.2 Any such authorisation will be effective only if:

- 99.2.2.1 the relevant situation arose on or after 1 October 2008;
 - 99.2.2.2 any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and
 - 99.2.2.3 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
- 99.2.3 The Directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions it expressly imposes but such authorisation is otherwise given to the fullest extent permitted.
- 99.2.4 The Directors may vary or terminate any such authorisation at any time.
- 99.2.5 Provided that Article 99.3 is complied with, a Director, notwithstanding his office:
- 99.2.5.1 may be party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested (directly or indirectly);
 - 99.2.5.2 may hold any other office or place of profit under the Company (except that of Auditor or of auditor of a subsidiary of the Company) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange, either in addition to or in lieu of any remuneration provided for by any other Article;
 - 99.2.5.3 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with or otherwise interested in, any company in which the Company is otherwise (directly or indirectly) interested or as regards which the Company has any powers of appointment; and
 - 99.2.5.4 provided the acceptance, entry into or existence of it has been approved by the Board under Article 99.2.1 or it comes within Article 99.2.5, a Director, notwithstanding his office, shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any office or employment or from any transaction or arrangement or from any interest in any body corporate, no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such profit, remuneration or any other benefit constitute a breach of his duty under section 176 of the 2006 Act not to accept benefits from third parties.

99.3 Declaration of Interests

- 99.3.1 A Director who is aware that he is in any way directly or indirectly interested in a proposed transaction or arrangement with the Company must declare the nature and extent of that interest to the other Directors.

99.3.2 A Director who is aware that he is any way directly or indirectly interested in a transaction or arrangement that has been entered into by the Company must declare the nature and extent of his interest to the other Directors, unless the interest has already been declared under Article 99.3.

99.3.3 The declaration of interest must (in the case of Article 99.3.2) and may, but need not (in the case of Article 99.3.1, be made:

99.3.3.1 at a meeting of the directors; or

99.3.3.2 by notice to the Directors in accordance with;

(a) Section 184 of the 2006 Act (notice in writing); or

(b) Section 185 of the 2006 Act (general notice).

99.3.4 If a declaration of interest, or deemed declaration of interest, proves to be or becomes, inaccurate or incomplete, a further disclosure must be made.

99.3.5 Any declaration of interest required by Article 99.3.2 above, must be made as soon as reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest.

99.3.6 Any declaration of interest required by Article 99.3.1 above must be made before the Company enters into the transaction or arrangement and, in the case of an interest which arose before 1 October 2008, at the first meeting of the Directors at which the question of entering into the proposed transaction or arrangement is first taken into consideration.

99.3.7 For the purposes of Articles 99.3.1 and 99.3.2, a Director need not declare an interest:

99.3.7.1 If it cannot reasonably be regarded as likely to give rise to a conflict of interest;

99.3.7.2 If, or to the extent that, the other Directors are already aware of it; or

99.3.7.3 If, or to the extent that, it concerns terms of his service contract that have been or are to be considered;

(a) by a meeting of the Directors; or

(b) by a committee of the directors appointed for the purpose under these Articles.

99.4 Entitlement to Keep Information Confidential

99.4.1 A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a Director of the Company and in respect of which he has a duty of confidentiality to another person. However to the extent that his relationship with that other

person gives rise to a conflict of interest, this Articles applies only if the existence of that relationship has been approved by the Directors pursuant to Article 99.2.1. In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the 2006 Act because he fails:

99.4.2 to disclose any such information to the Directors or to any Director or other officer or employee of the Company; and/or

99.4.3 to use or apply any such information in performing his duties as a Director of the Company.

99.5 Avoiding Conflicts of Interest

99.5.1 Where the existence of a Director's relationship with another person has been approved by the Board pursuant to Article 99.2.1 and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the Director shall not be in breach of the general duties he owes to the Company by virtue of section s171-177 of the 2006 Act because he:

99.5.1.1 absents himself from meetings of the Directors at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or

99.5.1.2 makes arrangements not to receive document and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser;

for so long as he reasonably believes such conflict of interest or possible conflict of interest subsists.

99.6 Overriding Principles

99.6.1 The provisions of Articles 99.4 and 99.5 are without prejudice to any equitable principle or rule of law which may excuse the Director from:

99.6.2.1 disclosing information in circumstances where disclosure would otherwise be required under these Articles; or

99.6.2.2 attending meetings or discussions or receiving documents and information as referred to in Article 99.5, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles.

99.7 Unless the Articles say otherwise, a Director cannot vote on a resolution about a contract in which he has an interest which he knows is material (and if he does vote, his vote will not be counted). For this purpose, interests of a person who is connected with a Director are added to the interests of the Director. Interests purely as a result of an interest in the Company's shares, debentures or other securities are disregarded. If a Director cannot vote on a resolution, the Director cannot be counted in the quorum when the Directors vote on that resolution.

- 99.8 A Director can vote, and be counted in the quorum, however, on a resolution about any of the following things, as long as the only material interest he has in it is included in the following list:
- (A) a resolution about giving him any guarantee, security or indemnity for any money which he, or any other person, has lent at the request, or for the benefit, of the Company or any of its subsidiary undertakings;
 - (B) a resolution about giving him any guarantee, security or indemnity for any liability which he, or any other person, has incurred at the request, or for the benefit, of the Company or any of its subsidiary undertakings;
 - (C) a resolution about giving any guarantee, security or indemnity to any other person for a debt or obligation which is owed by the Company or any of its subsidiary undertakings to that other person, if the Director has taken responsibility for some or all of that debt or obligation. The Director can take this responsibility by giving a guarantee, indemnity or security;
 - (D) a resolution about giving him any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;
 - (E) a resolution about the Company funding his expenditure on defending proceedings, applying to the court, or about the Company doing something to enable him to avoid, or postpone incurring such expenditure where all other Directors are being offered substantially the same arrangements;
 - (F) a resolution relating to an offer by the Company or any of its subsidiary undertakings of any shares or debentures or other securities for subscription or purchase, if the Director takes part because he is a holder of shares, debentures or other securities, or if he takes part in the underwriting or sub-underwriting of the offer;
 - (G) a resolution about a contract involving any other company if the Director (together with any person connected with the Director), has an interest of any kind in that company (including an interest by holding any position in that company, or by being a Shareholder of that company). This does not apply if he knows that he owns one per cent. or more of that company;
 - (H) a resolution about a contract relating to an arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which only gives him benefits which are also generally given to the employees to whom the arrangement relates;
 - (I) a resolution about a contract relating to any insurance which the Company can buy or renew for the benefit of Directors or of a group of people which includes Directors; or
 - (J) a resolution about a contract relating to a pension, superannuation or similar scheme or a retirement, death or disability benefits scheme or employees' share scheme, which gives the Director benefits which are also generally given to the employees to whom the scheme relates.
- 99.9 A Director cannot vote or be counted in the quorum on a resolution relating to appointing that Director to a position with the Company or a company in which the Company has an interest or the terms or termination of the appointment.

99.10 This Article 99.10 applies if the Directors are considering proposals about appointing two or more Directors to positions with the Company or any company in which the Company has an interest. It also applies if the Directors are considering setting or changing the terms of their appointment. These proposals can be split up to deal with each Director separately. If this is done, each Director can vote and be included in the quorum for each resolution, except any resolution concerning him or concerning the appointment of another Director to a position with a company in which the Company is interested where the Director owns one per cent. or more of that company.

99.11 Subject to any Law and the Articles, the Directors can exercise or arrange for the exercise of the voting rights attaching to any shares in another company held by the Company and the voting rights which they have as directors of that company in any way that they decide. This includes voting in favour of a resolution appointing any of them as directors or officers of that company and deciding their remuneration. Subject to any Law and the Articles, they can also vote and be counted in the quorum as Directors in connection with any of these things.

99.12 If a question comes up at a meeting about whether a Director (other than the chairman of the meeting) has a material interest, or whether he can vote or be counted in the quorum, and the Director does not agree to abstain from voting on the issue or not to be counted in the quorum, the question must be referred to the chairman of the meeting. The chairman of the meeting's ruling about any other Director is final and conclusive, unless the nature and extent of the Director's interests have not been fairly disclosed to the Directors. If the question comes up about the chairman of the meeting, the question shall be decided by a resolution of the Directors. The chairman of the meeting cannot vote on the question but can be counted in the quorum. The Directors' resolution about the chairman of the meeting is conclusive, unless the nature and extent of the chairman's interests have not been fairly disclosed to the Directors.

(D) interests which are unknown to the Director and which it is unreasonable to expect him to know about are ignored.

99.13 Subject to any Law, the Company can, by ordinary resolution, suspend or relax the provisions of this Article to any extent or ratify any contract which has not been properly authorised in accordance with this Article.

100. **General powers of the Company vested in Directors**

100.1 The Directors will manage the Company's business. They can use all the Company's powers except where the Company's memorandum of association, the Articles or the Law say that powers can only be used by the Shareholders voting to do so at a general meeting. The general management powers under this Article are not limited in any way by specific powers given to the Directors by other Articles.

100.2 The Directors are, however, subject to:

- (A) the provisions of any Law;
- (B) the requirements of the Company's memorandum of association and the Articles; and
- (C) any regulations set by the Shareholders by passing a special resolution at a general meeting.

100.3 If a change is made to the Company's memorandum of association or the Articles or if the Shareholders set any regulation relating to something which the Directors have already done which was within their powers, that change or regulation cannot invalidate the Directors' previous action.

101. **Borrowing powers**

101.1 The Directors can exercise all the Company's powers:

- (A) to borrow money;
- (B) to mortgage or charge all or any of the Company's undertaking, property and assets (present and future) and uncalled capital;
- (C) to issue debentures and other securities; and
- (D) to give security, either outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

101.2 The Directors must limit the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries so as to ensure that the aggregate principal amount (including any premium payable on final payment) of all moneys borrowed by the Group outstanding at any time does not exceed the greater of an amount equal to ten times the Share Capital and Consolidated Reserves and £150,000,000. This affects subsidiaries only to the extent that the Directors can do this by exercising these rights or powers of control.

101.3 This limit can be exceeded if the consent of the Shareholders has been given in advance by passing an ordinary resolution.

101.4 This limit does not include any borrowings owing by one member of the group to another member of the group.

101.5 For the purposes of this Article 101:

- (A) the "Group" means, at any date on which the calculation of moneys borrowed falls to be made, the Company and such subsidiaries of the Company as would be required by Law to be included in any group accounts prepared by the Company at that date, but excluding any subsidiary which in the opinion of the Directors would not be consolidated in the group accounts prepared at that date by reason of any exemption or permission then available under the Law;
- (B) references to "subsidiaries" includes other subsidiary undertakings and, in applying the provisions of the Articles to subsidiary undertakings which are not companies references to equity share capital:
 - (1) in relation to a subsidiary undertaking with capital but no share capital are to rights in the capital of the undertaking,
 - (2) in relation to an undertaking without capital are to interests:-
 - (a) conferring any right to share in the profits or liability to contribute to the losses of the undertaking or

- (b) giving rise to an obligation to contribute to the debts or expenses of the undertaking in the event of a winding up;
- (C) "moneys borrowed by the Group" includes (to the extent that the same would not otherwise fall to be taken into account):
 - (1) the principal amount outstanding in respect of any debentures (however issued) of any member of the Group which are not beneficially owned within the Group,
 - (2) the principal amount outstanding under any acceptance credit (not being an acceptance in relation to the purchase or sale of goods in the ordinary course of trading) opened by any bank or accepting house on behalf of or in favour of any member of the Group, and
 - (3) the nominal amount of any share capital and the principal amount of any debentures or other borrowed moneys of any person outside the Group the redemption or repayment of which is guaranteed or secured by any member of the Group;
- (D) there must be credited against the amount of any moneys borrowed by the Group an amount equal to the aggregate of all cash in hand, credit balances on current or deposit account with banks, cash deposits, certificates of deposit, and debt securities of governments and companies and similar instruments owned by any member of the Group which are or represent amounts available for repayment of any moneys borrowed falling to be taken into account for the purpose of Article 101.2;
- (E) "Share Capital and Consolidated Reserves" mean, at any material time, the aggregate of:
 - (1) the amount paid up on the issued share capital account of the Company, and
 - (2) the amount standing to the credit of the consolidated reserves of the Company (including any share premium account, special reserve or capital redemption reserve fund or credit balance on profit and loss account) and after deducting any debit balance on the consolidated profit and loss account;

all as shown in the latest published group accounts of the Company, but:

- (i) adjusted as may be appropriate to take account of any companies or other entities which, since the date of such balance sheet, have become or have ceased to be subsidiaries and of any variations since that date in the interests of the Company in its subsidiaries and including (where borrowings are being made for the purpose of an acquisition of shares or assets) such adjustments as would be appropriate if such acquisition had been carried into effect,
- (ii) adjusted to reflect any increase in or reduction of the issued and paid up share capital or share premium account of the Company since the date to which the consolidated balance sheet incorporated in such group accounts shall have been made up and any distributions (other than normal preference dividends and interim dividends paid in each

case out of profits earned since such date) in cash or in specie made, recommended or declared from the reserves or profit and loss account of the Company since such date to the extent that such distribution is riot provided for in such balance sheet,

- (iii) excluding any sums set aside for taxation,
- (iv) deducting any amount of goodwill or any other Intangible asset (not being an amount representing part of a cost of a good faith commercial acquisition of shares or other property) shown as an asset in such balance sheet (as adjusted),
- (v) adding back to the consolidated reserves the total aggregate amount of any sums which have been charged to such reserves In respect of goodwill arising (whether on consolidation or otherwise) as a result of the acquisition of any asset by the Company or its subsidiaries or any associated undertaking (within the meaning contained in paragraph 20(1) of Schedule 4A to the Act), but only if and to the extent that such asset shall at the relevant time remain in the beneficial ownership of the Group or any such related company or associated undertaking (a "relevant asset"), after deducting therefrom a sum equal to the aggregate of the amounts of any permanent diminution in value of any of the relevant assets,
- (vi) disregarding and excluding any amount attributable to minority interests in subsidiaries, and
- (vii) after making such other adjustments (if any) as the Auditors may consider appropriate, including in particular any further adjustments as may be appropriate to provide for the carrying into effect of the transaction for the purposes of or in connection with which the Share Capital and Consolidated Reserves required to be calculated.

101.6 Share capital which has been allotted shall be treated as issued and share capital called up or payable at any fixed future date within the following six months shall be treated as already paid and, if the Company proposes to issue any shares for cash and such issue has been underwritten, then such shares shall be deemed to have been issued and the subscription moneys (including any premium) payable in respect thereof within the following six months shall be deemed to have been paid up.

101.7 In calculating the aggregate amount of moneys borrowed at any date, moneys borrowed by any member of the Group which are denominated or repayable in a currency other than sterling shall be treated as converted into sterling:

- (A) at the rate of exchange used for the conversion of that currency in the latest consolidated audited balance sheet of the Company; or
- (B) if no rate was so used, at the middle market rate of exchange prevailing in London at the close of business on the date of that balance sheet;
- (C) but if the amount in sterling resulting from conversion at that rate would be greater than that resulting from conversion at the middle market rate prevailing in London at the close of business on the business day immediately preceding the day on which the calculation falls to be made, the latter rate shall apply

instead.

101.8 The certificate of the Auditors as to the amount of the Share Capital and Consolidated Reserves at any time shall be conclusive and binding upon all concerned. Nevertheless, the Directors may act in reliance on a good faith estimate of the amount of the Share Capital and Consolidated Reserves at any time and if in consequence the limit contained in this Article is inadvertently exceeded an amount of borrowings equal to the excess may be disregarded until the expiration of three months after the date on which by reason of a certificate of the Auditors or otherwise the Directors become aware that such a situation has arisen.

101.9 No person dealing with the Company or any of its subsidiaries shall be concerned to see or enquire whether the borrowing limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffective unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the borrowing limit had been or would thereby be exceeded.

102. **Local Boards or agencies**

The Board may establish local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration. The Board may delegate to any local board, manager or agent any of the powers, authorities and discretions vested-in or exercisable by the Board, with power to sub-delegate, and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.

103. **Attorneys and agents**

103.1 The Directors can appoint anyone as the Company's attorney by granting a power of attorney or by authorising them in some other way. Attorneys can either be appointed directly by the Directors or the Directors can give someone else the power to select attorneys. The Directors or the persons who are authorised by them to select attorneys can decide on the purposes, powers, authorities and discretions of attorneys but they cannot give an attorney any power, authority or discretion which the Directors do not have under the Articles.

103.2 The Directors can decide how long a power of attorney will last for and attach any conditions to it. The power of attorney can include any provisions which the Directors decide on for the protection and convenience of anybody dealing with the attorney. The power of attorney can allow the attorney to grant any or all of his powers, authorities or discretions to any other person.

103.3 The Directors can:

- (A) delegate any of their powers, authorities or discretions to any manager or agent of the Company;
- (B) allow managers or agents to delegate to another person;

- (C) remove any people they have appointed in any of these ways; and
- (D) cancel or change anything that they have delegated, although this will not affect anybody who acts in good faith who has not had any notice of any cancellation or change.

103.4 Any appointment or delegation by the Directors which is referred to in this Article can be on any conditions decided on by the Directors,

103.5 The ability of the Directors to delegate under this Article applies to all their powers, authorities and discretions and is not limited because certain Articles refer to powers being exercised by the Directors or by a committee authorised by the Directors while other Articles do not.

104. **Delegation to individual Directors or the Secretary**

104.1 The Directors can give a Director or the Secretary any of the powers, authorities and discretions which they have jointly as Directors (with power to sub-delegate). These powers, authorities and discretions can be given on terms and conditions decided on by the Directors either in parallel with, or in place of, the powers, authorities and discretions of the Directors acting jointly.

104.2 The Directors can change the basis on which such powers, authorities and discretions are given or withdraw such powers, authorities and discretions but if a person deals with an individual Director in good faith without knowledge of the change or withdrawal, he will not be affected by it.

104.3 The ability of the Directors to delegate under this Article applies to all their powers, authorities and discretions and is not limited because certain Articles refer to powers, authorities and discretions being exercised by the Directors or by a committee authorised by the Directors while other Articles do not.

105. **Official seals**

The Directors can use all the powers given by any Law relating to official seals.

106. **Registers**

The Company can use the powers given by any Law to keep any overseas, local or other Register. The Directors can make and change any regulations previously made by them relating to any of these Registers, as long as the Law allows this.

107. **Execution of Instruments**

107.1 All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

108. **Company Books**

The Board shall cause minutes or records to be made in books provide for the purpose:-

- (A) of all appointments of officers and members of committees made by the Board;
- (B) of the names of the Directors present at each meeting of the Board or committee of the Board; and
- (C) of all resolutions and proceedings at all meetings of the Company and of the holders of any class of shares in the Company and of the Board and of any committee of the Board.

Any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which the proceedings were held, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.

109. **Provision for employees**

The Directors can exercise all the powers under the Law to make provision for the benefit of employees or former employees of the Company or any of its subsidiaries in connection with the cessation or transfer of the whole or part of the business of the Company or that subsidiary.

110. **Directors' meetings**

The Directors can decide when and where to have meetings and how they will be conducted. They can also adjourn their meetings. A Directors' meeting can be called by any Director. The Secretary must call a Directors' meeting if asked to by a Director.

111. **Notice of Directors' meeting**

Directors' meetings are called by giving notice to all the Directors. Notice can be given personally, by word of mouth or in writing to the Director's last known address or any other address given by him to the Company for this purpose. A Director who is, or is going to be, out of the United Kingdom can ask the Directors to send notices in writing of meetings to him at an address given by him to the Company for this purpose, but these notices do not need to be given any earlier than notices given to Directors who are in the United Kingdom. Unless he asks for notices to be sent to him in this way, a Director who is out of the United Kingdom is not entitled to be given notice of any Directors' meetings. Any Director can waive notice of any Directors' meeting, including one which has already taken place. In this Article references to in writing include the use of electronic communications, subject to any terms and conditions decided on by the Directors.

112. **Quorum**

If no other quorum is fixed by the Directors, two Directors are a quorum. Subject to the Articles, if a Director ceases to be a Director at a meeting of the Directors, he can continue to be present and to act as a Director and be counted in the quorum until the end of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

113. **Directors below minimum through vacancies**

113.1 The Directors can continue to act even if one or more of them stops being a Director

but if the number of Directors falls below the minimum which applies under the Articles (including any change to that minimum number approved by an ordinary resolution of Shareholders), or the number fixed as the quorum for Directors' meetings, the remaining Director may only act to:

- (A) appoint further Director(s) to make up the shortfall; or
- (B) convene general meetings.

113.2 if no Director or Directors are willing or able to act under this Article, any two Shareholders (excluding any Shareholder holding shares as treasury shares) can call a general meeting to appoint extra Directors.

114. **Appointment of Chairman**

114.1 The Directors can appoint any Director as Chairman or as deputy Chairman and can remove him from that office at any time. If the Chairman is at a Directors' meeting, he will chair it. In his absence, the chair will be taken by a deputy Chairman, if one is present. If more than one deputy Chairman is present, they will agree between them who should chair the meeting or, if they cannot agree, the deputy Chairman longest in office as a Director will take the chair. If there is no chairman or deputy Chairman present within five minutes of the time when the Directors' meeting is due to start, the Directors who are present can choose which one of them will be the chairman of the meeting.

114.2 References in the Articles to a deputy Chairman include, if no one has been appointed with that title, a person appointed to a position with another title which the Directors designate as equivalent to the position of deputy Chairman.

115. **Competence of meetings**

A Directors' meeting at which a quorum is present can exercise all the powers and discretions of the Directors.

116. **Delegation to committees**

116.1 The Directors can delegate any of their powers, authorities or discretions to committees of one or more persons. If the Directors have delegated any powers, authorities or discretion to a committee, any references in the Articles to using those powers, authorities or discretions include their use by the committee. Any committee must comply with any regulations laid down by the Directors. These regulations can require or allow people who are not Directors to be members of the committee, and can give voting rights to those people.

116.2 Unless the Directors decide not to allow this, any committee can sub-delegate any of its powers, authorities or discretions to sub-committees. Reference in the Articles to committees include sub-committees permitted under this Article.

116.3 If a committee consists of more than one person, the Articles which regulate Directors' meetings and their procedure will also apply to committee meetings (if they can apply to committee meetings), unless these are inconsistent with any regulations for the committee which have been laid down under this Article.

116.4 The ability of the Directors to delegate under this Article applies to all their powers, authorities and discretions and is not limited because certain Articles refer to

powers, authorities and discretions being exercised by committees authorised by Directors while other Articles do not.

117. **Voting**

Matters to be decided at a Directors' meeting will be decided by a majority vote. If votes are equal, the chairman of the meeting has a second, casting vote.

118. **Electronic participation in meetings**

All or any of the Directors can take part in a meeting of the Directors by way of a conference telephone call or any communication equipment which allows everybody to take part in the meeting by being able to hear each of the other people at the meeting and by being able to speak to all of them at the same time. A person taking part in this way will be treated as being present at the meeting and will be entitled to vote and be counted in the quorum. A meeting held in this way is deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable at the place from where the chairman of the meeting participates.

119. **Resolution in writing**

A resolution in writing must be signed by all of the Directors who at the time are entitled to receive notice of a Directors' meeting and who would be entitled to vote on the resolution at a Directors' meeting, and who together meet the quorum requirement for Directors' meetings. This kind of resolution is just as valid and effective as a resolution passed by those Directors at a meeting which is properly called and held. The resolution can be passed using several copies of the resolution if each copy is signed by one or more Directors. In this Article references to in writing include the use of electronic communications, subject to any terms and conditions decided on by the Directors.

120. **Validity of acts of Directors or committee**

Everything which is done by any Directors' meeting, or by a committee of the Directors, or by a person acting as a Director, or as a member of a committee, will be valid as regards persons dealing in good faith with the Company, even if it is discovered later that any Director, or person acting as a Director, was not properly appointed. This also applies if it is discovered later that anyone was disqualified from being a Director, or had ceased to be a Director or was not entitled to vote. In any of these cases, anything done will be as valid as if there was no defect or irregularity of the kind referred to in this Article.

121. **Appointment and removal of the Secretary**

121.1 Subject to any Law, the Directors can appoint the Secretary for such term and upon such conditions as they see fit; and any Secretary so appointed can be removed by the Directors.

121.2 A provision of any Law or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

122. **Seals**

- 122.1 The Directors must arrange for every Seal of the Company to be kept safely.
- 122.2 A Seal can only be used with the authority of the Directors or a committee authorised by the Directors.
- 122.3 Subject as otherwise required by the Articles, every document which is sealed using the Seal must be signed by:
- (A) two Directors; or
 - (B) one Director and the Secretary of the Company or such other persons as the Directors may appoint for that purpose (and if the Secretary is a limited company, that company may nominate any person to act on its behalf); or
 - (C) two other persons as may be appointed by the Directors for that purpose.
- 122.4 Any document to which the Seal is applied need not be signed, unless the Directors decide otherwise or the Law requires otherwise.
- 122.5 The Directors can resolve that the requirement for any counter-signature in this Article can be dispensed with on any occasion.

123. **Execution without seal**

- 123.1 Subject to the Law, a document signed by a Director and the secretary of the Company or by two Directors or by a single Director of the Company in the presence of a witness who attests the signature and in each case expressed to be executed by the Company shall have the same effect as if it were executed under seal and a document so executed which (i) is intended by the person or persons making it to be a deed and (ii) makes the fact clear upon its face has effect, upon delivery, as a deed.

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

Subject to any law, the Shareholders can declare dividends in accordance with the rights of the Shareholders by passing an ordinary resolution. No such dividend can exceed the amount recommended by the Directors.

125. **Payment of interim and fixed dividends by Directors**

- 125.1 Subject to any Law, if the Directors consider that the financial position of the Company justifies such payments, they can:
- (A) pay the fixed or other dividends on any class of shares on the dates set for the payment of those dividends; and
 - (B) pay interim dividends on shares of any class of any amounts and on any dates and for any periods which they decide.
- 125.2 If the Directors act in good faith, they will not be liable for any loss that any Shareholders may suffer because a lawful dividend has been paid on other shares which rank equally with or behind their shares.

126. **Calculation of dividends**

All dividends will be divided and paid in proportions based on the amounts paid up on the shares during any period for which the dividend is paid. Sums which have been paid up in advance of calls will not count as paid up for this purpose. If the terms of any share say that it will be entitled to a dividend as if it were a fully paid up, or partly paid up, share from a particular date (in the past or future), it will be entitled to a dividend on this basis. This Article applies unless the Articles, the rights attaching to any shares, or the terms of any shares, say otherwise.

127. **Amounts due on shares can be deducted from dividends**

If a Shareholder owes the Company any money for calls on shares or money in any other way relating to his shares, the Directors can deduct any of this money from any dividend or other money payable to the Shareholder on or in respect of any share held by him. Money deducted in this way can be used to pay amounts owed to the Company.

128. **No interest on dividends**

Unless the rights attaching to any shares, or the terms of any shares, say otherwise, no dividend or other sum payable by the Company on or in respect of its shares carries a right to interest from the Company.

129. **Payment procedure**

129.1 Any dividend or other money payable in cash relating to a share can be paid by sending a cheque, warrant or similar financial instrument payable to the Shareholder who is entitled to it by post addressed to his registered address. Or, it can be made payable to someone else named in a written instruction from the Shareholder (or all joint Shareholders) and sent by post to the address specified in that instruction. A dividend can also be paid by inter-bank transfer or by other electronic means (including payment through CREST) directly to an account with a bank or other financial institution (or other organisations operating deposit accounts if allowed by the Company) in the United Kingdom named in a written instruction from the person entitled to receive the payment under this Article. Alternatively, a dividend can be paid in some other way requested in writing by the Shareholder (or all joint Shareholders) and agreed with the Company.

129.2 For joint Shareholders or persons jointly entitled to shares by law, payment can be made to the Shareholder whose name stands first in the Register. The Company can rely on a receipt for a dividend or other money paid on shares from any one of them on behalf of all of them.

129.3 Cheques, warrants and similar financial instruments are sent, and payment in any other way is made, at the risk of the person who is entitled to the money. The Company is treated as having paid a dividend if the cheque, warrant or similar financial instrument is cleared or if a payment is made through CREST, bank transfer or other electronic means. The Company will not be responsible for a payment which is lost or delayed.

129.4 Dividends can be paid to a person who has become entitled to a share by law as if he were the holder of the share, but the Board may withhold payment of a dividend (or part of a dividend) payable to a person entitled by transmission to a share until he has provided any evidence of this right that the Director may reasonably require.

130. **Forfeiture of unclaimed dividends**

130.1 Where any dividends or other amounts payable on or in respect of a share have not been claimed, the Directors can invest them or use them in any other way for the Company's benefit until they are claimed. The Company will not be a trustee of the money and will not be liable to pay interest on it.

130.2 If a dividend or other money has not been claimed for 12 years after being declared or becoming due for payment, it will be forfeited and go back to the Company unless the Directors decide otherwise.

131. **Dividends not in cash**

If recommended by the Directors, the Company can pass an ordinary resolution that a dividend be paid wholly or partly by distributing specific assets (and, in particular, paid up shares or debentures of any other company). Where any difficulty arises on such a distribution, the Directors can resolve it as they decide. For example, they can:

- (A) authorise any person to sell and transfer any fractions;
- (B) ignore any fractions;
- (C) value assets for distribution purposes;
- (D) pay cash of a similar value to adjust the rights of Shareholders; and/or vest any assets in trustees for the benefit of more than one Shareholder.

132. **Receiving extra shares instead of cash dividends**

The Directors can offer Shareholders the right to choose to receive extra shares, which are credited as fully paid up, instead of some or all of a cash dividend. The Directors must not do this unless the Company has sufficient unissued shares which the Directors are authorised to issue. There must also be sufficient reserves or funds to be converted into capital in the way set out in Article 132(F). Before the Directors do this, the Company must have passed an ordinary resolution authorising the Directors to make this offer. The offer can be subject to any condition the Directors decide. If this is done, the following will apply:

- (A) The Directors are entirely free to decide to suspend or terminate the right to choose to receive extra shares. This suspension or termination can be permanent or temporary. The Directors can also do anything they think is necessary or expedient with regard to or give effect to such a suspension or termination.
- (B) A Shareholder will be entitled to shares whose total "relevant value" is as near as possible to the cash dividend he would have received, but not more than it. For such purpose, any tax credit will not be taken into account. The "relevant value" of the shares is the average value of the Company's shares for the five dealing days starting from, and including, the day when the shares are first quoted "ex-dividend". The average value is worked out from the average middle market quotations for the Company's shares on the London Stock Exchange. Or the ordinary resolution can specify a different manner of calculating the relevant value.

- (C) A certificate or report from the Auditors stating the relevant value of the share for any dividend will be conclusive evidence. In providing such a certificate or report, the Auditors can rely on advice or information they have received from brokers or any other sources *they* think fit.
- (D) Under this Article the Company must not allot a fraction of a share. The Directors can decide how to deal with any fractions left over. The Company can, if the Directors decide, have the benefit of these left-over fractions. Alternatively, the Company can keep back the left-over fractions on behalf of any Shareholder and can then give the Shareholder a bonus or cash subscription of fully paid Ordinary Shares when appropriate. Or the Directors can decide that a cash payment can be made to Shareholders in respect of the fractional entitlement.
- (E) After the Directors have decided how many new shares Shareholders will be entitled to, the Directors can notify Shareholders in writing of their right to opt for new shares. A form of election can be sent either with the notice or after it. The form must specify what the Shareholder must do in order to opt for new shares. It should state how, where and when Shareholders must notify the Company if they wish to receive new shares. The latest date and time by which the Shareholders must notify the Company must be at least 21 days after the date on which the notice was sent to them.
- (F) If a Shareholder has opted to receive new shares for some or all of a dividend, the dividend or part of it on the shares for which he has opted to receive these new shares (which are called the "elected shares") will not be declared or payable. Instead, extra new shares will be allotted on the basis set out earlier in this Article. To do this, the Company will convert into capital a sum equal to the total nominal amount of the extra new shares to be allotted. Such sum can be taken from money standing in the Company's reserves, including any share premium account or capital redemption reserve, or from any other profits which could otherwise have been used in paying dividends in cash. The sum will be used to pay up in full the appropriate number of new shares. These will then be allotted and distributed to the holders of the elected shares on the basis set out above.
- (G) The new extra shares will rank equally in all respects with all existing fully paid shares, and the new shares will be fully entitled to all future dividends on shares. They will not, however, be entitled to share in the dividend from which they arose, or to have new shares instead of that dividend.
- (H) The Directors can decide that any holders of shares cannot take part in any offer if it believes that such an offer might involve breaking the laws of any territory, or that the offer should not be made to them for any other reason.
- (I) The Directors can also offer Shareholders the right to request new shares instead of cash for all future dividends (if the share alternative is available), until they tell the Company that they no longer wish to receive new shares. This is done by way of mandate under which a Shareholder can make a standing election, The Directors can establish a procedure for election by mandate and can vary any such procedure. A mandate election will remain in force until it is cancelled in accordance with the procedure laid down by the Directors.

133. **Reserves**

133.1 The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit.

133.2 The Board may also without placing the same to reserve carry forward any profits which it may think it prudent not to distribute.

134. **Power to capitalise reserves and funds**

134.1 If recommended by the Directors, the Company's Shareholders can pass an ordinary resolution to capitalise any sum:

(A) which is part of any of the Company's reserves (including premiums received when any shares were issued, capital redemption reserves or other undistributable reserves); or

(B) which the Company is holding as net profits.

134.2 Unless the ordinary resolution states otherwise, the Directors will use the sum which is capitalised by setting it aside for the Ordinary Shareholders on the Register at the close of business on the day the resolution is passed (or another date stated in the resolution or fixed as stated in the resolution) and in the same proportions as the Ordinary Shareholders' entitlement to dividends (or in other proportions stated in the resolution or fixed as stated in the resolution). The sum set aside can be used:

(A) to pay up some or all of any amount on any issued shares which has not already been called or paid in advance; or

(B) to pay up in full unissued shares, debentures or other securities of the Company which would then be allotted and distributed, credited as fully paid, to Shareholders.

134.3 However, a share premium account, a capital redemption reserve, or any reserve or fund representing unrealised profits, can only be used to pay up in full the Company's unissued shares. Where the sum capitalised is used to pay up in full unissued shares, the Company is also entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of Shareholders to the distribution will be calculated on this basis.

134.4 The Directors can appoint any person to sign a contract with the Company on behalf of those who are entitled to shares, debentures or other securities under the resolution. This contract is binding on all concerned.

135. **Settlement of difficulties in distribution**

If any difficulty arises in connection with any distribution of any capitalised reserve or fund, the Directors can resolve it in any way which they decide. For example, they can deal with entitlements to fractions by deciding that the benefit of fractions belong to the Company or that fractions are ignored or deal with fractions in some other way.

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

This Article applies to any dividend on any shares, or any distribution, allotment or issue to the holders of any shares. This can be paid or made to the registered holder or holders of the shares, or to anyone entitled in any other way, at a particular time on a particular day selected by the Directors. It will be based on the number of shares registered at that time on that day, even if this is before any resolution to authorise what is being done was passed. This Article applies whether what is being done is the result of a resolution of the Directors or a resolution at a general meeting. The time and date can be before the dividend, distribution, allotment or issue is to be paid or made, or before any relevant resolution was passed.

137. **Records to be kept**

The Directors must ensure that proper accounting records and any other books and registers that are necessary to comply with the Law are kept by the Company.

138. **Inspection of records**

138.1 A Shareholder is not entitled to inspect any of the Company's accounting records or other books or papers unless:

- (A) any Law or a court order gives him that right;
- (B) the Directors authorise him to do so; or
- (C) the Shareholders authorise him to do so by ordinary resolution.

138.2 Subject as herein provided a copy of every balance sheet and profit and loss account, including every document required by law to be annexed thereto, which is to be laid before the Company in general meeting, together with a copy of the auditor's report, shall be sent to each person entitled thereto in accordance with the requirements of any Law.

138.3 The requirements of this Article shall be deemed to be satisfied in relation to Shareholders and holders of debentures by sending to each Shareholder and holder of debentures, where permitted by and in accordance with any Law and instead of the said copies, a summary financial statement derived from the Company's annual accounts and the Director's report and prepared in the form and containing the information prescribed by any Law and any regulations made thereunder.

138.4 This Article shall not require copies of documents to be sent to any person of whose address the Company is not aware nor to more than one of the joint holders of any shares or debentures.

139. **Audit**

139.1 Auditors shall be appointed and their duties regulated in accordance with the Law.

140. **Service of notices**

140.1 The Company can send any notice or other document or communication, including a share certificate, to a Shareholder:

- (A) by delivering it to him personally;

- (B) by addressing it to him and posting it to, or leaving it at, the Shareholder's registered address;
 - (C) through CREST, where the notice, document or other communication relates to CREST shares; or
 - (D) as authorised in writing by the relevant Shareholder.
- 140.2 Where appropriate the Company can also send any notice or other document or communication by using electronic communications and by publication on a website in accordance with the Law.
- 140.3 Where there are joint Shareholders, the notice or other document or communication can be sent to any one of the joint holders and will be treated as having been sent to all the joint holders.
- 140.4 If, on three consecutive occasions, any notice to a Shareholder has been returned undelivered the Company need not send further notices to that Shareholder until he has communicated with the Company and supplied the Company (or its agents) with a new registered address or a postal address within the United Kingdom for the service of notices, or has informed the Company, in the way requested by the Company, of an address for the service of notices by electronic communications. A notice sent by post will be treated as returned undelivered if the notice is sent back to the Company (or its agents), and a notice sent by electronic communications will be treated as returned undelivered if the Company (or its agents) receives notification that the notice was not delivered to the address to which it was sent. References in this Article to a "notice" includes a reference to any other documents or communications (including share certificates).

141. **Communications by the Company in electronic form**

- 141.1 A document or information may only be sent or supplied by the Company or the Board in electronic form:
- (A) to a person who has agreed (generally or specifically) that the document or information may be sent or supplied in that form (and not revoked that agreement); or
 - (B) to a company that is deemed to have so agreed by a provision of any Law.
- 141.2 Where the document or information is sent or supplied by electronic means, it may only be sent or supplied to an address:
- (A) specified for the purpose by the intended recipient (generally or specifically); or
 - (C) where the intended recipient is a company, deemed by a provision of any Law to have been so specified.
- 141.3 Where the document or information is sent or supplied in electronic form by hand or by post, it must be:
- (A) handed to the intended recipient; or

- (B) sent or supplied to an address to which it could validly be sent if it were in hard copy form in accordance with Article 140.1.

142 **Communications by the Company by means of a website**

142.1 A document or information may only be sent or supplied by the Company to a person by being made available on a website if the person:

- (A) has agreed (generally or specifically) that the document or information may be sent or supplied to him or her in that manner; or

- (B) is taken to have so agreed in accordance with any Law,

and has not revoked that agreement.

142.2 A document or information authorised or required to be sent or supplied by means of a website must be made available in a form, and by a means, that the Company reasonably considers will enable the recipient to read it (and see any images contained in it) with the naked eye and to retain a copy of it.

142.3 The Company must notify the intended recipient of:

- (A) the presence of the document or information on the website;

- (B) the address of the website;

- (C) the place on the website where it may be accessed; and

- (D) how to access the document or information.

142.4 The document or information is taken to be sent:

- (A) on the date on which the notification required by Article 142.3 above is sent;

or

- (B) if later, the date on which the document or information first appears on the website after that notification is sent.

142.5 The Company must make the document or information available on the website throughout:

- (A) the period specified by any applicable provision of any Law; or

- (B) if no such period is specified, the period of 28 days beginning with the date on which the notification required by Article 142.3 is sent to the person in question.

A failure to make a document or information available on a website throughout the period mentioned in this Article 142.5 shall be disregarded if (a) it is made available on the website for part of that period and (b) the failure to make it available

throughout that period is wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid.

143. **Record date for service**

Where the Company sends notices or documents to Shareholders, it can do so by reference to the Register as it stands at any time not more than 15 days before the date the notice or document is sent. Any change of details on the Register after that time will not invalidate the sending and the Company is not obliged to send the same notice or document to any person entered on the Register after the date selected by the Company.

144. **Members resident abroad or on branch registers**

144.1 If a Shareholder's address on the Register is outside the United Kingdom, he can give the **Company** a United Kingdom postal address to which notices or other documents can be sent to him. If he does, he is entitled to have notices or other documents sent to him at that address. Alternatively, a Shareholder whose address on the Register is outside the United Kingdom can give the Company an address for the purposes of electronic communications. If he does, notices or documents may be sent to him at that address, but this will be at the absolute discretion of the Directors. Otherwise, he is not entitled to receive any notices or other documents from the Company.

144.2 For a Shareholder registered on a branch Register, notices or documents can be posted or despatched in the United Kingdom or in the country where the branch Register is kept.

145. **Service of notices on persons entitled by transmission**

This Article applies where a Shareholder has died or become bankrupt or is in liquidation, or where someone else has otherwise become entitled by law to that Shareholder's shares, but is still registered as a Shareholder. It applies whether he is registered as a sole or joint Shareholder. A person who is entitled to that Shareholder's shares by law, and who proves this to the reasonable satisfaction of the Directors, can give the Company a United Kingdom postal address for the sending of notices and other documents. If this is done, notices and other documents must be sent to that address. Alternatively, a person who is entitled to that Shareholder's shares by law, and who proves this to the reasonable satisfaction of the Directors, can give the Company an address for the purposes of electronic communications. If this is done, notices or documents may be sent to him at that address, but this will be at the absolute discretion of the Directors. Otherwise, if any notice or other document is sent to the Shareholder named on the Register, this will be valid despite his death, bankruptcy or liquidation or the fact that any other event giving rise to an entitlement to the shares by law has occurred. This applies even if the Company knew about these things. If notices or other documents are sent in accordance with this Article, there is no need to send them to any other people who may be involved.

146. **When notice deemed served**

146.1 If a notice or document is sent by the Company by post, it is treated as being received the day after it was posted if first class post was used or 48 hours after it was posted if first class post was not used. In proving that a notice or document was received, it is sufficient to show that the envelope was properly addressed and put

into the postal system with postage paid.

- 146.2 If a notice or document is left by the Company at a Shareholder's registered address or at a postal address notified to the Company in accordance with the Articles by a Shareholder or a person who is entitled to a share by law, it is treated as being received on the day it was left.
- 146.3 If a notice is sent through CREST, it is treated as being received when the Company, or any CREST participant acting for the Company, sends the issuer-instruction relating to the notice.
- 146.4 If a notice or document is sent by the Company using electronic communications it is treated as being received on the day after it was sent. In the case of publication on a website, the notice or document is treated as being received on the day after notice of the publication and the address of the website is sent, proof that a notice or document contained in an electronic communication was given or sent in accordance with current guidance issued by the Institute of Chartered Secretaries and Administrators will be conclusive evidence that the notice or document was given or sent.
- 146.5 If a notice or document is sent by the Company by any other means authorised in writing by a Shareholder, it is treated as being received when the Company has done what it was authorised to do by that Shareholder.
- 146.6 The Articles concerning notices or other communications to shareholders or to the Company are subject to the Law as it changes from time to time.

147. **Notice when post not available**

If a general meeting cannot be called by sending notices through the post or by electronic communications because the postal service in the United Kingdom or some part of the United Kingdom or the relevant electronic mail system is suspended or restricted, the Directors can give notice of the meeting to Shareholders affected by the suspension or restriction by publishing a notice in at least two United Kingdom national newspapers. Notice published in this way will be treated as being properly served on affected Shareholders who are entitled to receive it on the day the advertisement appears. If it becomes generally possible to send notices by post or by electronic communications again at least seven clear days before the meeting, the Directors will send a copy of the notice by post or by electronic communications to those entitled to receive it by way of confirmation.

148. **Communications to the Company**

- 148.1 A document or information is validly sent or supplied by a Shareholder to the Company in hard copy form if it is sent or supplied by hand or by post (in a prepaid envelope) to:
- (A) an address specified by the Company for the purpose;
 - (B) the Office; or
 - (C) an address to which any provision of any Law authorises the document or information to be sent or supplied.
- 148.2 A document or information may only be sent or supplied by a Shareholder to the

Company in electronic form if the Company has notified the Shareholder that the document or information may be sent or supplied in that form (and not revoked that agreement).

148.3 Subject to Article 148.2 above, where a document or information is sent or supplied by electronic means, it may only be sent or supplied to an address:

- (A) specified for the purpose by the Company (generally or specifically); or
- (B) deemed by a provision of any law to have been so specified.

148.4 Subject to Article 148.2 above, where a document or information is sent or supplied in electronic form by hand or by post, it must be sent or supplied to an address to which it could validly be sent if it were in hard copy form in accordance with Article 148.1 above.

149. **Communications by other means**

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

149.2A document or information that is sent or supplied by the Company or the Board otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the intended recipient.

150. **Presumption where documents destroyed**

150.1 The Company can destroy or delete:

- (A) all transfer forms or Operator-instructions transferring shares, and documents sent to support a transfer, and any other documents which were the basis for making an entry by the Company on the Register, after six years from the date of registration;
- (B) all dividend and other payment instructions and notifications of a change of address or name, after two years from the date these were recorded; and .
- (C) all cancelled share certificates, after one year from the date they were cancelled.

150.2 If the Company destroys or deletes a document under this Article, it is conclusively treated as having been a valid and effective document in accordance with the Company's records relating to the document. Any action of the Company in dealing with the document in accordance with its terms before it was destroyed or deleted is conclusively treated as having been properly taken.

150.3 This Article only applies to documents which are destroyed or deleted in good faith and where the Company is not on notice of any claim to which the document may be relevant.

150.4 If the documents relate to CREST shares, the Company must comply with any requirements of the Uncertificated Securities Regulations which limit its ability to destroy these documents.

150.5 This Article does not make the Company liable if:

- (A) it destroys or deletes a document earlier than the time limit referred to in Article 150.1;
- (B) it does not comply with the conditions in Article 150.3; or
- (C) the Company would not be liable if this Article did not exist.

150.6 This Article applies whether a document is destroyed or deleted or disposed of in some other way.

151. **Distribution of assets otherwise than in cash**

If the Company is wound up (whether the liquidation is voluntary, under supervision of the court or by the court), the liquidator can, with the authority of an extraordinary resolution passed by the Shareholders and any other sanction required by Law, divide among the Shareholders (excluding any Shareholder holding shares as treasury shares) the whole or any part of the assets of the Company. This applies whether the assets consist of property of one kind or different kinds. For this purpose, the liquidator can set such value as he considers fair upon any property and decide how such division is carried out as between Shareholders or different groups of Shareholders. The liquidator can transfer any part of the assets to trustees upon such trusts for the benefit of Shareholders as the liquidator, acting under that resolution, decides. However, no Shareholder can be compelled to accept any shares or other property under this Article which carry a liability.

152. **Indemnity of Directors**

As far as the Law allows this, the Company:

- (A) can indemnify any current or former Director or officer (except for any auditor) of the Company or of any associated company against any liability; and
- (B) can purchase and maintain insurance against any liability of any current or former Director or officer (except for any auditor) of the Company or of any associated company.