

The Companies Acts 1985 to 2006

PUBLIC COMPANY LIMITED BY SHARES

Company Number: 02685257

**CITY OF LONDON
INVESTMENT GROUP PLC**

ARTICLES OF ASSOCIATION

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The Companies Act 1985 and 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

CITY OF LONDON INVESTMENT GROUP PLC

(Registered in England and Wales No. 2685257)

(Adopted by special resolution passed on 22 October 2014)

PRELIMINARY

1. No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as regulations or articles of the Company.

INTERPRETATION

2. In these Articles, unless the context requires otherwise:

"the Act"	the Companies Act 2006;
"address"	includes a number or address (including an identification number of a participant in the relevant system concerned) used for the purposes of sending notices, documents or other information by electronic means;
"AIM"	means the market known as AIM operated by the Stock Exchange;
"Articles"	means these articles of association as from time to time altered;

"Auditors"	means the auditors to the Company for the time being;
"Board"	means the board of directors from time to time of the Company or the Directors present or deemed to be present at a duly convened meeting of the Directors at which a quorum is present;
"Directors"	means the directors of the Company for the time being;
"dividend"	means dividend and/or bonus;
"electronic form" and "electronic means"	have the meanings given to them in section 1168 of the Act;
"Group"	means the Company and its subsidiary undertakings for the time being;
"month"	means calendar month;
"Office"	means the registered office of the Company for the time being;
"Official List"	means the Official List of the United Kingdom Listing Authority;
"Operator"	means Euroclear UK & Ireland Limited or such other person as may from time to time be approved by HM Treasury as Operator under the Regulations;
"Operator- instruction"	means a properly authenticated de-materialised instruction attributable to the Operator;
"Ordinary Shares"	means ordinary shares of 1 pence each in the capital of the Company;
"paid up"	means paid up or credited as paid up;
"participating security"	means a security title which the Operator is permitted to transfer by means of a relevant system;
"Register"	means the register of members of the Company;

"Regulations"	means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) including any modification thereof or any regulations in substitution therefor for the time being in force;
"relevant system"	means a computer based system and procedures which enable title to units of security to be evidenced and transferred without a written instrument pursuant to the Regulations;
"Seal"	means the common seal of the Company;
"Secretary"	means the secretary of the Company for the time being;
"Statutes"	means the Act, the Regulations and every other statute, enactment or regulations for the time being in force concerning companies and affecting the Company;
"Stock Exchange"	means London Stock Exchange plc;
"Transfer Office"	means the place where the Register is situate for the time being;
"Treasury Shares"	has the meaning ascribed to that expression in section 724 (5) of the Act;
"United Kingdom"	means Great Britain and Northern Ireland;
"United Kingdom Listing Authority"	means the Financial Services Authority in its capacity as the United Kingdom Listing Authority in accordance with the Financial Services and Markets Act 2000, as modified or re-enacted from time to time; and
"Working Day"	has the meaning given in section 1173 of the Act;
"year"	means calendar year;

3. In these Articles, unless the context requires otherwise:

- (a) the expression **"debenture"** shall include **"debenture stock"** and the expression **"debenture-holder"** shall include **"debenture stockholder"**;

- (b) the expression "**Secretary**" shall include any person appointed by the Directors to perform any of the duties of the secretary and where two or more persons are appointed to act as joint secretaries shall include any one of those persons;
- (c) the expressions "**holding company**", "**subsidiary**" and "**subsidiary undertaking**" shall have the meanings ascribed to them by the Act;
- (d) the expression "**officer**" shall include a Director, manager and the Secretary but shall not include the Auditors;
- (e) references to writing shall include references to any method of representing or reproducing words in a legible and non-transitory form and documents and information in electronic form are "in writing" for the purposes of these Articles;
- (f) references to a share (or a holding of shares) being in uncertificated form or in certificated form shall be references respectively to that share being an uncertificated unit of a security or a certificated unit of a security for the purposes of the Regulations;
- (g) a de-materialised instruction shall be properly authenticated if it complies with the specifications referred to in Regulation 35 of the Regulations;
- (h) an act which is expressed to require the sanction of or to be effected by an ordinary resolution may be sanctioned by or effected by a special resolution;
- (i) words importing the singular number shall include the plural and vice versa;
- (j) words importing one gender shall include all genders and words importing persons shall include corporations;
- (k) save as aforesaid any words or expressions defined in Statutes or the Regulations shall (if not inconsistent with the subject or context) bear the same meanings in these Articles;
- (l) any reference in these Articles to any provision in any enactment shall where applicable be construed as a reference to the same as for the time being modified or re-enacted whether before or after the date hereof;
- (m) the headings are inserted for convenience only and shall not affect the construction of these Articles; and

- (n) references in these Articles to an appointment of a proxy include references to an appointment of multiple proxies.

LIABILITY OF MEMBERS

4. The liability of the members of the Company is limited to the amount, if any, unpaid on the shares in the Company held by them.

NAME AND REGISTERED OFFICE

5. The Company may change its name by resolution of the Board.
6. The Company's registered office is to be situated in England and Wales.

SHARE CAPITAL

7. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued and subject to the provisions of the Statutes, any share in the Company may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, capital, transfer, voting or otherwise, as the Company may from time to time by ordinary resolution determine (or, failing any such determination, as the Directors may determine).
8. Subject to any rights attached to any existing shares, any share may be issued which is to be redeemed or at the option of the Company or the holder is liable to be redeemed. The Board may determine the terms, conditions and manner of redemption of any redeemable shares so issued.
9. Any share may be issued in certificated or uncertificated form and converted from certificated form into uncertificated form and vice versa in accordance with the Statutes or any subordinated legislation made from time to time under the Statutes and the Directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be a participating security and for the conversion of shares in certificated form into uncertificated form and vice versa (subject always to the Regulations and the facilities and requirements of the relevant system).
10. Subject to the provisions of the Statutes relating to authority, pre-emption rights and otherwise, and of any resolution of the Company in general meeting passed pursuant thereto, all existing shares of the Company shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of such shares to such persons, at such times and generally on such terms and conditions as the Directors think proper.

11. No share in the Company (other than a share allotted in pursuance of an employees' share scheme) shall be allotted except as paid up in money or money's worth at least as to one-quarter of the nominal value of the share and the whole of any premium on it.
12. The Company may exercise the powers of paying commissions conferred by the Statutes. The Company may also on any issue of shares pay such brokerage as may be lawful.
13. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (save as otherwise provided by these Articles or by law) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.
14. The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder:
 - (a) recognise a renunciation thereof by the allottee in favour of some other person and accord to any allottee of a share a right to effect such renunciation; and/or
 - (b) allow the rights represented thereby to be one or more participating securities;

in each case upon and subject to such terms and conditions as the Directors may think fit to impose.

VARIATION OF RIGHTS

15. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of three-fourths in nominal amount of the issued shares of the class (excluding any shares of that class held as Treasury Shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate general meeting all the provisions of these Articles as for the time being in force relating to general meetings of the Company and to the proceedings thereat shall apply mutatis mutandis, except that:
 - (a) the necessary quorum (other than at an adjourned meeting) shall be two persons holding or representing by proxy at least one third in nominal amount of the issued shares of the class (excluding any shares of that class held as Treasury Shares), and at an adjourned meeting shall be one person holding shares of the class in question or his proxy;
 - (b) any holder of shares of the class present in person or by proxy may demand a poll; and
 - (c) any holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him.
16. Article 15 shall apply to the variation or abrogation of the special rights attached to some only of the shares of such class as if the shares concerned and the remaining shares of such class formed separate classes, or to any scheme for the distribution (though not in accordance with legal rights) of assets in money or in kind in or before liquidation, or to any contract for the sale or disposal of the whole or any part of the Company's property or business determining the way in which as between the several classes of shareholders the purchase considerations shall be distributed, and generally to any alteration, contract, compromise or arrangement which the persons voting thereon could, if sui juris and holding all the shares of the class, consent to or enter into, and such resolution shall be binding upon all holders of shares of the class.
17. Save as otherwise provided in these Articles, the special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied or abrogated by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company or voting in some or all respects pari passu therewith but in no respect in

priority thereto, or by any reduction of the capital paid up thereon, or by any purchase by the Company of its own shares.

ALTERATION OF SHARE CAPITAL

18. Any resolution authorising the Company to sub-divide its shares or any of them may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

19. Subject to any direction by ordinary resolution of the Company, whenever as the result of a consolidation or sub-division of shares, any members would become entitled to fractions of a share, the Board may:
 - (a) deal with the fractions as it thinks fit and, in particular, may arrange for the sale of the shares representing the fractions to which any members would otherwise become entitled to any person (including, subject to the Act, the Company) and distribute the net proceeds of sale in due proportion among those members except that any amount otherwise due to a member of less than £3 (or such other sum as the Board may from time to time determine) may be retained for the benefit of the Company or distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland. For the purpose of any such sale, the Board may:
 - (i) if the shares to be sold are in certificated form, authorise any person to sign an instrument of transfer of the shares; or
 - (ii) if the shares to be sold are in uncertificated form, do all acts and things it considers necessary or expedient to effect the transfer of the shares,

in either case, in accordance with the directions of the purchaser and may cause the name of the transferee to be entered in the Register as the holder of the shares which have been sold. The transferee shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale; or
 - (b) subject to the provisions of the Act, issue to each such member credited as fully paid up by way of capitalisation the minimum number of shares required to round up his holding to an exact multiple of the number of shares to be consolidated into a single share (such issue being deemed to have been

effected immediately before consolidation). The amount required to pay up such shares shall be appropriated, at the Board's discretion, from any sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or to the credit of the profit and loss account or retained earnings and capitalised by applying the same in paying up such shares. In relation to the capitalisation, the Board may exercise all the powers conferred on it by Article 205 without an ordinary resolution of the Company.

SHARE CERTIFICATES AND TITLE TO SHARES

20. Title to any shares may be evidenced otherwise than by a definitive share certificate in accordance with the Statutes, the Regulations or any other subordinate legislation made from time to time under the Statutes, and the Directors shall have power to implement such arrangements as they think fit for the evidencing of title to shares subject to compliance with the Statutes, the Regulations and such other subordinate legislation. The Company shall enter on the Register, in respect of all shares registered in the name of each holder, the number of such shares which are in certificated form and uncertificated form respectively.
21. Every person whose name is entered as a member in the Register in respect of any shares of any class in certificated form (except a person in respect of whom the Company is not by law required to issue a share certificate) shall be entitled without payment to a certificate therefor, upon the issue thereof within two months after allotment (or such other period as the terms of issue shall provide), and upon the transfer thereof within two months after lodgement of transfer (not being a transfer which the Company is for any reason entitled to refuse to register and does not register (having provided reason(s) for such refusal together with, if required, such further information as the transferee may request)) and in the case of conversion thereof from uncertificated to certificated form within two months of the date of conversion. The Company shall not be bound to register more than four persons as the joint holders of a share and in the case of a share held jointly by several persons the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to any one of such persons shall be sufficient delivery to all.
22. Every definitive certificate for shares shall be issued under the Seal (or an official seal kept pursuant to section 50 of the Act or, in the case of shares on a branch register, an official seal for use in the relevant territory) or in such other manner as the Board may approve. Whether or not share certificates are issued under the Seal, the Board may determine that any signatures on share certificates need not be autographic, but may be affixed by some method or system of mechanic or electronic signature or that certificates need not be signed by any person. Every such certificate shall specify the number and class of shares to which it relates and the amount paid

up thereon. No certificate shall be issued representing shares of more than one class. No certificate need be issued in respect of shares held by a recognised clearing house (as defined in section 778(2) of the Act) or a nominee of a recognised clearing house or of a recognised investment exchange (as defined in section 778(2) of the Act).

23. Where a member transfers part only of the shares comprised in a share certificate the old certificate shall be cancelled and a new certificate for the balance of such shares (to the extent that such balance is to be held in certificated form) issued in lieu without charge.
24. Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.
25. If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as may be specified, the Directors may, if they think fit, comply with such request.
26. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the holder upon request subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and (in either case) the payment of any exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit. Subject as aforesaid no charge will be made for a new share certificate issued to replace one that has been damaged, lost or destroyed.
27. In the case of shares held jointly by several persons any such request may be made by any one of the joint holders except where the certificate is alleged to be lost, stolen or destroyed.

SHARE WARRANTS

28. The Directors may issue warrants in respect of fully paid up shares (hereinafter called "**share warrants**") stating that the bearer is entitled to the shares therein specified and may provide by coupons or otherwise for the payment of future dividends on the shares included in such warrants. The Directors may determine and from time to time vary the conditions upon which share warrants shall be issued and upon which a new share warrant or coupon shall be issued in the place of one worn out defaced or destroyed but no new share warrant or coupon shall be issued to replace one that has been lost unless it is proved to the satisfaction of the Company beyond reasonable doubt to have been destroyed. The Directors may also determine and from time to

time vary the conditions upon which the bearer of a share warrant shall be entitled to receive notices of and attend and vote at general meetings or to join in requisitioning general meetings and upon which a share warrant may be surrendered and the name of the bearer entered in the Register in respect of the shares therein specified. The bearer of a share warrant shall hold such warrant subject to the conditions for the time being in force with regard to share warrants whether made before or after the issue of such warrant. Subject to such conditions and to these Articles and the Statutes, the bearer of a share warrant shall be a member to the full extent.

CALLS ON SHARES

29. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) and not by the terms of issue thereof made payable at fixed times. Each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to or as directed by the Company at the time or times and place so specified the amount called on his shares. A call may be wholly or in part revoked or postponed as the Directors may determine.
30. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments. A call may be postponed and may be wholly or in part revoked as the Directors may determine.
31. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A person upon whom a call is made shall remain liable for calls made upon him, notwithstanding the subsequent transfer of the shares on which the call was made.
32. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 15 per cent per annum) as the Directors in their absolute discretion may determine, together with all expenses that may have been incurred by the Company by reason of such non-payment, but the Directors shall be at liberty in any case or cases to waive payment of such interest and expenses wholly or in part.
33. Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at a fixed date shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In the case of non-payment all the relevant provisions of these Articles as to

payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

34. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.
35. The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of call shall extinguish pro tanto the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate as the member paying such sum and the Directors agree upon but any such advance payment shall not entitle the holder of the share to participate in respect of such amount in any dividend.

FORFEITURE AND LIEN

36. If a member fails to pay in full any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment.
37. The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.
38. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited.
39. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share but no forfeiture shall be invalidated by omission or neglect to give such notice.

40. Subject to the provisions of the Statutes, a share so forfeited or surrendered shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors think fit, and at any time before a sale, re-allotment or disposal the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid. Any share not disposed of in accordance with this Article within a period of three years from the date of its forfeiture or surrender shall, at the expiry of that period, be cancelled in accordance with the Statutes.
41. A person whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares (and shall, in the case of shares held in certificated form, surrender to the Company for cancellation the certificate for such shares) but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at 15 per cent per annum (or such lower rate as the Directors may approve) from the date of forfeiture or surrender until payment, but the Directors may waive payment of such interest either wholly or in part. The Directors may enforce payment, without any allowance for the value of the shares at the time of forfeiture or surrender.
42. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys payable (whether presently or not) in respect of such share. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article.
43. Subject to the provisions of the Statutes, the Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless the period for the payment or discharge of some part at least of the debt or liability in respect of which the lien exists shall have actually arrived nor until the expiration of 14 days after a notice stating and demanding payment or discharge thereof and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
44. The net proceeds of such sale after payment of the cost of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall upon surrender (in the case of shares held in certificated form) to the Company for

cancellation of the certificate for the shares sold and (in any case) subject to a like lien for debts or liabilities the period for the payment or discharge of which has not actually arrived as existed upon the shares prior to the sale be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

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

TRANSFER OF SHARES

46. All transfers of shares which are in uncertificated form may be effected by means of a relevant system.
47. Transfers of shares in certificated form may be effected by transfers in writing in any usual or common form or in any other form acceptable to the Directors and may be under hand only. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.
48. The Directors may, in their absolute discretion (as soon as practicable and in any event within two months of the events set out in Article 50(a) or 50(b), give reason(s) for a refusal to register shares together with, if required, such further information as the transferee may reasonably request) decline to register any transfer of shares:
- (a) which are not fully paid provided that where any such shares are admitted to trading on the Official List or AIM, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis; and
 - (b) in favour of more than four persons jointly.

49. The Directors may decline to recognise any instrument of transfer relating to shares:
- (a) in certificated form unless the instrument of transfer is deposited at the Transfer Office (or such other place as the Directors may appoint), is in respect of one class of shares, duly stamped, accompanied by the relevant share certificate(s) (except where no certificate shall have been issued therefor) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do; and
 - (b) in uncertificated form in the circumstances set out in the Regulations.
50. If the Directors refuse to register a transfer then, within two months after the date on which:
- (a) the transfer was lodged with the Company (in the case of shares held in certificated form); or
 - (b) the Operator-instruction was received by the Company (in the case of shares held in uncertificated form),
- they shall send to the transferee notice of the refusal together with (in the case of shares held in certificated form) the instrument of transfer.
51. No fee will be charged by the Company in respect of the registration of any instrument of transfer, probate, letters of administration, certificate of marriage or death, stop notice, power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.
52. Subject to the Statutes, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a branch register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit regarding the keeping of any such register.
53. Subject to the Statutes and the Regulations, the Directors may determine that any class of shares may be held in uncertificated form and that title to such shares may be transferred by means of a relevant system or that shares of any class should cease to be held and transferred as aforesaid.

DESTRUCTION OF DOCUMENTS

54. Subject to Article 55, all instruments of transfer which are registered may be retained by the Company; and subject to the Regulations, the Company shall be entitled to destroy:
- (a) all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof;
 - (b) all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof;
 - (c) all share certificates which have been cancelled at any time after the expiration of one year from the date of cancellation thereof;
 - (d) all appointments of proxy which have been used for the purposes of a poll, at any time after the expiration of one year from the date of such use, and all appointments of proxy which have not been used for the purposes of a poll, at any time after one month from the end of the meeting to which the appointments of proxy relates and at which no poll was demanded; and
 - (e) any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it, and

it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. The Company may destroy any such type of document after such shorter period as the Directors may determine if a copy of such document is retained on microfilm or other means of storage of documents which shall not be destroyed before the expiration of the relevant period and provided that adequate precautions against falsification and to share reproduction are taken. For the purposes of this Article 54, all reference to documents shall include documents stored in electronic form.

55. Article 54 applies only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant and nothing in Article 54 shall be construed as imposing upon the Company

any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of Article 54.

56. References in Articles 54 and 55 to the destruction of any document include references to the disposal thereof in any manner.

UNCERTIFICATED HOLDINGS

57. Subject to the Statutes the Board may resolve that a class of shares is to become a participating security and may at any time determine that a class of shares shall cease to be a participating security.

58. The provisions of these Articles shall not apply to shares of any class which are in uncertificated form to the extent that such Articles are inconsistent with:

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

59. Any share of a class which is a participating security may be changed from an uncertificated share to a certificated share and from a certificated share to an uncertificated share in accordance with the Regulations.

60. For the purpose of effecting any actions by the Company, the Directors may determine that holdings of the same member in uncertificated form and in certificated form shall be treated as separate holdings.

61. In relation to shares which are in uncertificated form, any provisions of these Articles enabling a person to be appointed to execute an instrument of transfer shall have effect of enabling that person to be appointed to authorise the giving of a relevant properly authenticated dematerialised instruction (not being inconsistent with the provisions in question) as may be required for the disposal of the share in question in accordance with the terms of his appointment.

62. Where the Company is entitled under the Statutes, the Regulations and the rules, procedures or practices of any relevant system or under these Articles to dispose of, forfeit, accept the surrender of, enforce a lien over, re-allot or sell, transfer or otherwise procure the sale of any shares which are held in uncertificated form, the Board shall have the power (subject to the Statutes, the Regulations and the rules, procedures or practices of the relevant system) to take such steps as the Board

considers appropriate, by instruction by means of a relevant system or otherwise, to effect such disposal, forfeiture, surrender, enforcement, re-allotment sale or transfer and such powers shall (subject as aforesaid) include the right to:

- (a) request or require the deletion of any computer based entries in the relevant system relating to the holding of such shares in uncertificated form; and/or
 - (b) alter such computer based entries so as to divest the registered holder of such shares of the power to transfer such shares to a person other than the transferee, purchaser or his nominee identified by the Company for this purpose; and/or
 - (c) require any holder of any uncertificated shares which are the subject of any exercise by the Company of any such entitlement, by notice to the holder concerned, to convert his holding of such uncertificated shares into certificated form within such period as may be specified in the notice prior to completion of any disposal, sale or transfer of such shares or direct the holder to take such steps as may be necessary to sell or transfer such shares; and/or
 - (d) otherwise rectify or change the Register in respect of any such shares in such manner as the Board considers appropriate (including, without limitation, by entering the name of the transferee into the Register as the next holder of such shares); and/or
 - (e) appoint any person to take such steps in the name of the holder of such shares as may be required to effect the conversion and/or transfer of such shares and such steps shall be effective as if they had been taken by the registered holder of the uncertificated shares concerned.
63. The Company shall not issue to any person a certificate in respect of an uncertificated share.

TRANSMISSION OF SHARES

64. In the case of the death of a shareholder the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.
65. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or of his becoming a patient within the meaning of the Mental Health Act

1983 (or the equivalent of bankruptcy or of becoming such a patient under the laws of any competent jurisdiction) may (subject as hereinafter provided) upon supplying the Company with such evidence as the Directors may reasonably require to show his title to the share either require to be registered himself as a holder of the share by giving to the Company notice to that effect or transfer such share to some other person (in any case in the event of the share being in uncertificated form subject always to the Regulations). All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the event giving rise thereto had not occurred and the notice or transfer were a transfer executed by such member.

66. Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member (or the equivalent of bankruptcy under the laws of any competent jurisdiction) shall upon supplying the Company with such evidence as the Directors may reasonably require to show his title to the share be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share, but he shall not be entitled in respect thereof to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share. Provided always that the Directors may at any time give notice requiring such person to elect either to be registered himself or to transfer the share, and if within 60 days the notice is not complied with, the Directors may in their absolute discretion withhold dividends until such time as the notice is complied with. Where two or more persons are jointly entitled by transmission to a share they shall for the purposes of these Articles be treated as if they were joint holders of such share registered in the order in which their names have been supplied to the Company or such other order as the person requiring to be registered may by notice to the Company have prescribed at that time.

SUSPENSION OF RIGHTS ATTACHING TO SHARES

67. If any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under section 793 of the Act and is in default for a period of 14 days after service of the notice in supplying to the Company the information thereby required, then (unless the Directors otherwise determine) in respect of:
- (a) the shares comprising the shareholding account in the Register which comprises or includes the shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the "**default shares**", which expression shall include any further shares which are issued

after the date of service of the notice under section 793 of the Act in respect of such shares); and

- (b) any other shares held by the member,

the member (for so long as the default continues) shall not be entitled to attend or vote either personally or by proxy at a shareholders' meeting.

68. Where the default shares represent 0.25 per cent or more of the issued shares of the class in question (excluding any shares in the Company held as Treasury Shares), the Directors may in their absolute discretion by notice (a "**direction notice**") to such member, and provided that the 14 day period referred to in Article 67 has elapsed, direct that:

- (a) any dividend or part thereof or other money which would otherwise be payable in respect of the default shares shall be retained by the Company, without any liability to pay interest thereon when such money is finally paid to the member, including shares to be issued in lieu of dividend; and
- (b) no transfer of any of the default shares held by such member shall be registered unless the transfer is an approved transfer

provided that, in the case of shares in uncertificated form, the Directors may only exercise their discretion not to register a transfer if permitted to do so by the Regulations. Any direction notice may treat shares of a member in certificated and uncertificated form as separate holdings and either apply only to the former or to the latter or make different provision for the former and the latter. Upon the giving of a direction notice its terms shall apply accordingly.

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

70. Save as herein provided any prohibition imposed under Article 67 or any direction notice shall have effect in accordance with its terms for so long as the default in respect of which the direction notice was issued continues and shall cease to have effect thereafter upon the Directors so determining, such determination to be made within a period of one week of the default being duly remedied with notice thereof being given forthwith to the member.

71. Any prohibition imposed under Article 67 or any direction notice shall cease to have effect in relation to any shares which are transferred by such member by means of an approved transfer or in accordance with Article 67(b).
72. For the purposes of Articles 67 to 71:
- (a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has been served with a notice under section 793 of the Act and either:
 - (i) the member has named such person as being so interested; or
 - (ii) (after taking into account the response of the member to the said notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares; and
 - (b) a transfer of shares is an approved transfer if:
 - (i) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a takeover offer (as defined in section 974 of the Act);
 - (ii) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the member or with any person appearing to be interested in such shares including any such sale made through the Stock Exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded; for the purposes of this Article 72(b)(ii) any associate (as that term is defined in section 435 of the Insolvency Act 1986) shall be included amongst the persons who are connected with the member or any person appearing to be interested in such shares.
73. The provisions of Articles 67 to 72 are in addition and without prejudice to the provisions of the Act and the Regulations.

UNTRACED SHAREHOLDERS

74. The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission if and provided that:
- (a) for a period of 12 years during which at least three dividends have been paid by the Company no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member or to the person entitled by transmission to the share at his address on the Register or other the last known postal address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission;
 - (b) the Company has at the expiration of the said period of 12 years by advertisement in a national daily newspaper and in a newspaper circulating in the area in which the address referred to in paragraph (a) of this Article is located given notice of its intention to sell such share;
 - (c) the Company has not during the further period of three months after the date of publication of the advertisements (or the later publication date if the two advertisements are not published on the same day) and prior to the exercise of the power of sale received any communication from the member or person entitled by transmission; and
 - (d) the Company has first given notice to the Stock Exchange of its intention to sell such share.
75. To give effect to any sale under Article 74 the Company may appoint any person to execute as transferor an instrument of transfer of such share and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by the transmission to such share. The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all moneys in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such member or other person. Moneys carried to such separate account may either be employed in the business of the Company or investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit. No interest shall be paid in respect of such moneys and the Company shall not be bound to account for any money earned thereon.

STOCK

76. The Company may by ordinary resolution convert any paid up shares into stock and reconvert any stock into paid up shares of any denomination.
77. The holders of stock may transfer the same or any part thereof in the same manner, and subject to the same regulations as would have applied to the shares from which the stock arose if they had not been converted, or as near thereto as circumstances admit, but the Directors may from time to time, if they think fit, fix the minimum amount of stock transferable, but so that such minimum shall not exceed the nominal amount of each of the shares from which the stock arose.
78. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages in all respects as if they held the shares from which the stock arose, provided that no such privilege or advantage (except participation in dividends and profits of the Company and in the assets on a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.
79. All the provisions of these Articles applicable to paid up shares shall apply to stock, and in all such provisions the expression "**share**" shall include "**stock**" and the expression "**member**" shall include "**stockholder**".

GENERAL MEETINGS

80. Subject to the provisions of the Statutes, the annual general meeting shall be held at such time and place as may be determined by the Directors.
81. All other general meetings shall be called general meetings. The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, convene a general meeting, which is not the annual general meeting, to be held at such time and place as the Directors may determine.

NOTICE OF GENERAL MEETINGS

82. An annual general meeting and all other general meetings shall be called by at least such minimum period of notice as is prescribed or permitted under the Statutes.
83. The notice of a general meeting shall be given to all the members (other than any members who, under the provisions of these Articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the Directors and to the Auditors.
84. Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address subject to any conditions or limitations specified in the notice.
85. The accidental omission to give notice of a meeting or (in cases where forms of proxy are sent out with the notice) the accidental omission to send such form of proxy to, or the non-receipt of notice of a meeting or such form of proxy by, any person entitled thereto shall not invalidate the proceedings at any general meeting.
86. Every notice calling a general meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement to the effect that a member entitled to attend and vote is entitled to appoint one or more proxies to attend, vote and speak instead of him and that a proxy need not be a member of the Company.
87. Every notice calling an annual general meeting shall specify the meeting as such.
88. Every notice calling a general meeting at which business other than routine business is to be transacted shall specify the general nature of such business and, if any resolution is to be proposed as a special resolution, shall contain a statement to that effect.
89. Routine business shall mean and include only business transacted at an annual general meeting of the following classes, that is to say:
 - (a) declaring dividends;
 - (b) considering and adopting the accounts, the reports of the Directors and Auditors and other documents required to be annexed to the accounts;
 - (c) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement by rotation or otherwise;

- (d) re-appointing the retiring Auditors unless they were last appointed otherwise than by the Company in general meeting;
 - (e) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed;
 - (f) the grant, renewal, extension or variation of any authority or power to the Directors for the purposes of section 549 and/or section 571 of the Act;
 - (g) the grant, renewal, extension or variation of any authority for the Company to purchase by market purchase (as defined by section 693 of the Act) shares in its own capital; and
 - (h) the renewing or regranteeing of an existing authority for a scrip dividend alternative.
90. The Directors shall on the requisition of members in accordance with the provisions of the Statutes, but subject as therein provided:
- (a) give to the members entitled to receive notice of the next annual general meeting notice of any resolution which may properly be moved and is intended to be moved at that meeting; and
 - (b) circulate to the members entitled to have notice of the next annual general meeting any statement of not more than one thousand words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.
91. Any member present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.
92. For the purposes of determining which persons are entitled to attend or vote at a meeting and how many votes such person may cast, the Company may specify a time in the notice of the meeting, not more than 48 hours before the time fixed for the meeting (no account being taken of any part of a day that is not a Working Day), by which a person must be entered on the Register in order to have the right to attend or vote at the meeting.
93. If after the sending of a notice of a general meeting but before the meeting is held or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board in its absolute discretion considers that it is impractical or undesirable for any reason to hold the

general meeting on the date or at the time or place specified in the notice calling the meeting, it may postpone the general meeting to another time and/or date and/or change the place of the meeting to another place. If the Board decides to do so, it may then postpone the time of the meeting and/or change the place of the meeting again if it considers that any such further postponement or change is reasonably necessary or desirable.

94. The Board shall take reasonable steps to ensure that notice of the date, time and place of the rearranged meeting is provided to any member trying to attend the meeting at the original time and place. Where a meeting is so rearranged, notice of the date, time and place of the rearranged meeting shall, if practicable, also be placed in at least one national newspaper in the United Kingdom. Notice of the business to be transacted at the rearranged meeting shall not be required.
95. If a meeting is postponed or moved in accordance with Articles 93 and 94, the appointment of a proxy will be valid if it is received as required by these Articles not less than 48 hours before the time appointed for holding the rearranged meeting.

PROCEEDINGS AT GENERAL MEETINGS

96. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business but the absence of a quorum shall not preclude the choice or appointment of a chairman. Three members present in person or by proxy shall be a quorum for all purposes.
97. The chairman of the Directors, failing whom a deputy chairman (to be chosen, if there be more than one, by agreement amongst them or, failing agreement, by lot) shall preside as chairman at a general meeting. If there be no such chairman or deputy chairman, or if at any meeting none be present within five minutes after the time appointed for holding the meeting or none be willing to act, the Directors present shall choose one of their number or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number to be chairman of the meeting.
98. If within 15 minutes from the time appointed for a general meeting (or such longer period as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day and at such time and place as the chairman of the meeting (or, in default, the Board) may determine provided that the adjourned meeting takes place at least 10 days after the original meeting, and if at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting, the meeting shall be dissolved.

99. The chairman of the meeting may at any time without the consent of the meeting adjourn any general meeting (whether or not it has commenced or a quorum is present) either indefinitely or to another time or place where it appears to him that the members wishing to attend cannot conveniently be accommodated in the place appointed for the meeting or where the conduct of persons present prevents or is likely to prevent the orderly continuation of business or where an adjournment is otherwise necessary so that the business of the meeting may be properly conducted. In addition the chairman of the meeting may with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (or indefinitely) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Directors.
100. When a meeting is adjourned for 30 days or more or indefinitely not less than seven days' notice of the adjourned meeting (exclusive of the day on which it is served or deemed to be served and of the day for which it is given) shall be given as in the case of the original meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
101. In the case of any general meeting the Directors may, notwithstanding the specification in the notice of the place of the general meeting (the "principal place") at which the chairman of the meeting shall preside, make arrangements for simultaneous attendance and participation at other places by members and proxies entitled to attend the general meeting but excluded from the principal place under the provisions of this Article. Such arrangements for simultaneous attendance at the meeting may include arrangements regarding the level of attendance at places other than the principal place provided that they shall operate so that any member and proxy excluded from attendance at the principal place is entitled to attend at one of the other places. For the purpose of all other provisions of these Articles any such meeting shall be treated as being held and taking place at the principal place.
102. The Directors may, for the purpose of facilitating the organisation and administration of any general meeting to which any of the arrangements referred to in Article 96 apply, from time to time make arrangements, whether involving the issue of tickets (on a basis intended to afford to all members and proxies entitled to attend the meeting an equal opportunity of being admitted to the principal place) or the imposition of some random means of selection or otherwise as they shall in their absolute discretion consider to be appropriate, and may from time to time vary any such arrangements or make new arrangements in their place and the entitlement of

any member or proxy to attend a general meeting at the principal place shall be subject to such arrangements as may be for the time being in force whether stated in the notice convening the meeting to apply to that meeting or notified to the members concerned subsequent to the notice convening the meeting.

103. The Directors may direct that members or proxies wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Directors shall consider appropriate in the circumstances and shall be entitled in their absolute discretion to refuse entry to such general meeting to any member or proxy who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

VOTING

104. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by either:
- (a) the chairman of the meeting; or
 - (b) not less than two members present in person or by proxy and entitled to vote; or
 - (c) a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to shares in the Company held as Treasury Shares); or
 - (d) a member or members present in person or by proxy and holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring the right (excluding any shares in the Company conferring a right to vote at the meeting which are held as Treasury Shares).
105. A demand for a poll may, before the poll is taken, be withdrawn only with the consent of the chairman. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made, which result shall be effective. Unless a poll is so demanded (and the demand is not withdrawn) a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

106. If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
107. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
108. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon and in the case of a resolution duly proposed as an ordinary resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may be considered or voted upon unless at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed notice of the terms of the amendment and intention to move the same has been lodged at the Office or the chairman of the meeting in his absolute discretion decides that it may be considered or voted upon.
109. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the chairman of the meeting be of sufficient magnitude to affect the result of the voting.

VOTES OF MEMBERS

110. Subject to Article 92 and to any special rights or restrictions as to voting attached by or by virtue of these Articles to any shares or any class of shares:
 - (i) on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative duly authorised under section 323 of the Act shall have

one vote, provided that the proxy shall have one vote for the resolution in question and one vote against it if (a) the proxy has been duly appointed by more than one member entitled to vote on the resolution and (b) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; and

(ii) on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

111. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which names stand in the Register in respect of the joint holding.
112. Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise power with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence as they may require, permit such receiver or other person to vote in person or by proxy on behalf of such member at any general meeting.
113. No member shall, unless the Directors otherwise determine, be entitled to be present or to vote or speak at any general meeting either in person or by proxy or upon any poll or to exercise any other right conferred by membership in relation to meetings of the Company in respect of any shares held by him if any call or other sum presently payable by him to the Company in respect of such shares remains unpaid.
114. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
115. On a poll or a show of hands, votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all his votes in the same way.

PROXIES

116. A proxy need not be a member of the Company. A member may appoint more than one proxy in respect of the same meeting or poll provided that the appointment of the

proxy shall specify the number of shares in respect of which the proxy is appointed and only one proxy shall be appointed in respect of any one share. When two or more valid but differing appointments of proxy are received in respect of the same share for use at the same meeting, the one which is last received shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last received none of them shall be treated as valid in respect of that share.

117. An appointment of a proxy shall be in writing in any usual or common form or in any other form which the Directors may accept and:

- (a) in the case of an individual shall be signed by the appointor or by his attorney; and
- (b) in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer. The signature on any instrument appointing a proxy need not be witnessed.

118. Notwithstanding the provisions of Article 117, the Board may allow a proxy to be appointed by electronic means subject to such limitations, restrictions or conditions (including, without limitation, in regard to any powers of attorney (if any) under which such any such proxy is obtained) as the Board may determine, in its absolute discretion. If the Board allows an appointment of a proxy to be contained in electronic form, the address for the purpose of receiving communications by electronic means shall be specified:

- (a) in the notice convening the meeting; or
- (b) in any form of proxy sent out by the Company in relation to the meeting; or
- (c) in any invitation contained in an electronic form to appoint a proxy issued by the Company in relation to the meeting.

119. An appointment of a proxy shall:

- (a) in the case of an instrument in writing, be deposited (together with any power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board) at the Transfer Office or at such other place within the United

Kingdom as is specified in the notice convening the meeting or in any form of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time of the holding of the meeting or the adjourned meeting at which the person named in the instrument proposes to vote; or

- (b) in the case of an appointment made by electronic means, be sent so as to be received at the address specified by the Company for that purpose, not less than 48 hours before the time of the holding of the meeting or the adjourned meeting at which the person named in the appointment proposes to vote and in compliance with any limitations, restrictions or conditions imposed under Article 118;
- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or sent so as to be received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is to be taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting,

and an appointment of proxy not deposited, delivered or actually received in a manner so permitted shall be invalid. 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 any part of a day that is not a working day (as defined in section 1173(1) of the Act). No appointment of proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution (or, in the case of an appointment sent by electronic means, its receipt at the address specified by the Company for that purpose) except in relation to an adjourned meeting or on a poll demanded at an adjourned meeting in cases where the meeting was originally held within 12 months from such date.

- 120. The appointment of a proxy shall be deemed to include the right to demand or join in demanding a poll and shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
- 121. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made or by the transfer of the share in respect of which the proxy was given provided that no notification together with such evidence as the Director may reasonably require of such death, insanity (as defined in Article 65) or revocation shall have been received by the Company at the Transfer Office or

that no transfer as aforesaid shall have been registered by the Company not later than the last time at which an appointment of proxy should have been delivered in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll demanded.

CORPORATIONS ACTING BY REPRESENTATIVES

122. Subject to the provisions of the Act, any corporation (other than the Company itself) which is a member of the Company may by resolution of its directors or other governing body authorise such person or persons as it thinks fit to act as its representative(s) at any meeting of the Company or of any class of members of the Company. The person or persons so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

DIRECTORS

123. The number of Directors shall not be less than two nor more than 12. The Company may by ordinary resolution from time to time vary the minimum or maximum number of Directors.
124. A Director and an alternate Director shall not require a share qualification but nevertheless shall be entitled to 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.
125. Any Director who is appointed to any executive office (including for this purpose the office of the chairman or deputy chairman whether or not such office is held in an executive capacity) or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director may be paid remuneration in addition to any amounts receivable under Article 156, by way of salary, commission, bonus or otherwise (whether exclusive or inclusive of his remuneration (if any) under these Articles) as the Directors may determine.
126. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company, on such terms as to tenure of office, remuneration and otherwise as the Directors may determine.
127. The Directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or

otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary undertaking of the Company or of any of the predecessors in business of the Company or any such other company as aforesaid, or who may be or have been directors or officers of the Company or of any such other company as aforesaid and who hold or have held executive positions or agreements for services with the Company or any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such person as aforesaid, and make payments for or towards the insurance of any such person as aforesaid and subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject to particulars with respect to the proposed payment being disclosed to the members of the Company and to the proposal being approved by the Company by ordinary resolution, if the Statutes shall so require, any director who holds or has held any such executive position or agreement for services shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

128. Subject to the provisions of the Statutes and these Articles, the Directors may from time to time appoint one or more of their body to be holder of any executive office (including, where considered appropriate, the office of chairman or deputy chairman or chief executive) on such terms and for such period as they may determine and, without prejudice to any claim for damages under any contract entered into in any particular case, may at any time revoke any such appointment.
129. The appointment of any Director to the office of chairman or deputy chairman or managing or joint managing or deputy or assistant managing director or chief executive shall automatically terminate if he ceases to be a Director, but without prejudice to any claim by either the Company or the Director for damages for breach of any contract between him and the Company.
130. The appointment of any Director to any executive office shall automatically terminate if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such termination shall be without prejudice to any claim by either the Company or the Director for damages for breach of any contract between him and the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

131. Unless and until otherwise determined by the Company by ordinary resolution, either generally or in any particular case, any provisions of the Statutes which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment of any Director over a specified age, shall not apply to the Company.
132. At each annual general meeting every Director shall retire by rotation.
133. The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.
134. The Company at the meeting at which a Director retires under any provisions of these Articles may by ordinary resolution fill up the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default the retiring Director shall be deemed to have been re-elected except in any of the following cases:
 - (a) where at such meeting it is expressly resolved not to fill up such office or a resolution for the re-election of such Director is put to the meeting and lost;
 - (b) where such Director has given notice to the Company that he is unwilling to be re-elected; or
 - (c) where the default is due to the moving of a resolution in contravention of Article 138.
135. The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected (and his alternate, if any) will continue in office without break.

136. The Company may in accordance with and subject to the provisions of the Statutes by ordinary resolution of which special notice has been given remove any Director from office notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement, and appoint another person in place of a Director so removed from office. Any person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.
137. The Company may by ordinary resolution and the Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an additional Director, but so that the total number of Directors shall not at any time exceed the maximum number (if any) fixed by or in accordance with these Articles. Any Director so appointed by the Directors shall hold office only until the next annual general meeting and shall then be eligible for re-election but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.
138. A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.
139. The office of a Director shall be vacated in any of the following events, namely:
- (a) if he shall become prohibited by law from acting as a Director;
 - (b) notice is received by the Company from him that he is resigning from office as director;
 - (c) if he shall become bankrupt or shall make any arrangement with or compound with his creditors generally;
 - (d) if a registered medical practitioner who is treating him gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a director and may remain so for more than three months;

- (e) if a court makes an order by reason of his mental health which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have;
- (f) if he shall be absent from meetings of the Directors for six months without leave (and his alternate Director, if any, shall not during such period have attended in his stead) and the Directors shall resolve that his office be vacated;
- (g) if when there are at least four Directors he shall be requested in writing by all his co-Directors to resign;
- (h) if any contract with the Company relating to his appointment to any executive office is terminated by the Company, unless the Directors resolve that he should continue in office as a Director; or
- (i) if he shall be removed from office as provided by Article 136.

ALTERNATE DIRECTORS

- 140. Any Director may at any time by writing under his hand deposited at the Office, or delivered at a meeting of the Directors, appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors or appointing another Director as an alternate, shall have effect only upon and subject to being so approved.
- 141. The appointment of an alternate Director shall terminate on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director.
- 142. An alternate Director shall (except when absent from the United Kingdom) be entitled to be given notice of meetings of the Directors of which his appointor is not given notice due to his appointor's absence from the United Kingdom or of which his appointor shall have requested, in writing under the appointor's hand deposited at the Office or delivered at a meeting of the Directors, that he be given notice either generally or in any particular case or cases.
- 143. An alternate Director shall be entitled to attend and vote as a Director at any meeting of the Directors at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his

signature to any resolution under Article 155 of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committee of the Directors the provisions of Articles 142 and this Article 143 shall also apply to any meeting of any such committee of which his appointor is a member. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

144. An alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed an agent of or for the Director appointing him. An alternate Director may be interested in contracts, arrangements and other proposals with the Company, may be repaid expenses by the Company and shall be entitled to be indemnified by the Company to the same extent as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct.
145. Where an alternate Director is the alternate of more than one Director and attends a meeting of the Directors or a meeting of a committee of the Directors which the Directors have determined he is entitled to attend in his capacity as an alternate, he shall in the absence of more than one appointor have a separate vote for each appointor for whom he is attending; if he is himself a Director his vote or votes as an alternate Director shall be in addition to his own vote as a Director.

PROCEEDINGS OF DIRECTORS

146. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Any Director may waive notice of any meeting and any such waiver may be retrospective.
147. Notice of a meeting of the Directors shall be deemed to be properly given to a Director if given to him personally, by word of mouth or in writing to him at his last known address or at any other address given by him to the Company for this purpose or, at the Company's sole discretion by electronic means to the address notified by him to the Company for this purpose. It shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom unless he has requested the Board to do so, in which case notices of

meetings of Directors shall during his absence be sent to him at the address (including an address for the purposes of communication by electronic means) given by him to the Company for this purpose but such notices need not be given any earlier than notices given (by whatever means) to Directors not so absent.

148. A Director who is unable to attend any meeting of the Directors and has not appointed an alternate Director may authorise any other Director to vote for him at that meeting, and in that event the Director so authorised shall have a vote for each Director by whom he is so authorised, in addition to his own vote. Any such authority may be in writing or transmitted by electronic means, which must be produced at the meeting at which the same is to be used, and left with the Secretary for filing.
149. All or any of the Directors may participate in a meeting of the Directors by any lawful means including by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other at the same time. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
150. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. For the purposes of this Article an alternate Director shall be counted in a quorum, but so that not less than two individuals shall constitute the quorum. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

DIRECTORS' INTERESTS

151. Provided that Article 152 (b) and, where appropriate, Article 152(a) is complied with, a Director, notwithstanding his office:
 - (i) may be a party to or otherwise be interested in any transaction, arrangement or proposal with the Company or in which the Company is otherwise interested;
 - (ii) 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 Board may arrange, either in addition to or in lieu of any remuneration provided for by any other Article;

- (iii) 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 promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment; and
- (iv) 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, arrangement or proposal or from any interest in any body corporate, and no such transaction, arrangement or proposal 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 the Act or under the law not to accept benefits from third parties.

152. (a) (i) The Board 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 Act, 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 or the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it, but excluding any situation which cannot reasonably be regarded as likely to give rise to 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.
- (ii) Any such authorisation will be effective only if (a) any requirement as to a quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and (b) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
 - (iii) The Board 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.

- (iv) The Board may vary or terminate any such authorisation at any time.
- (b)
 - (i) A Director shall declare the nature and extent of his interest in a relevant situation within Article 152(a)(i) to the other Directors.
 - (ii) A Director who is aware that he is in any way interested in a proposed transaction or arrangement with the Company must declare the nature and extent of his interest to the other Directors.
 - (iii) A Director who is aware that he is in any way 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 152(b)(ii).
 - (iv) The declaration of interest must be made either at a meeting of the Directors, or by general or specific notice to the Directors in accordance with the Act.
 - (v) If a declaration of interest made pursuant to this Article 152(b) proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.
 - (vi) Any declaration of interest required by Article 152(b)(ii) must be made before the Company enters into the transaction or arrangement or, in the case of an interest which arose before the date on which section 177 of the Act came into force, at the first meeting of the Directors at which the question of entering into the proposed transaction or arrangement is taken into consideration.
 - (vii) Any declaration of interest under Article 152(b)(iii) 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.
 - (viii) For the purposes of Article 152(b)(i), (ii) and (iii) a Director need not declare an interest which arose on or after the date on which section 177 of the Act came into force:
 - (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest; or

- (b) if, or to the extent that, the other Directors are already aware of it; or
 - (c) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the Directors; or
 - (d) by a committee of the Directors appointed for the purpose under these Articles.
- (c) (i) Subject to 152(c)(ii), 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. In particular, the Director shall not be in breach of the general duties he owes to the Company under the Act because he fails:
- (a) to disclose any such information to the Board or to any Director or other officer or employee of the Company; and/or
 - (b) to use or apply any such information in performing his duties as a Director of the Company.
- (ii) To the extent that the relationship between a Director and a person to whom he owes a duty of confidentiality gives rise to a conflict of interest or possible conflict of interest, Article 152(c)(i) applies only if the existence of that relationship has been authorised by the Board pursuant to Article 152(c).
- (d) (i) Where the existence of a Director's relationship with another person is authorised by the Board pursuant to Article 152(a) (and subject to any limits or conditions imposed pursuant to Article 152(a)(iii)) 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 under the Act because he:
- (a) absents himself from meetings of the Board 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
 - (b) makes arrangements not to receive documents 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 make arrangements 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.

- (e) (i) The provisions of Articles 152(c) and 152 (d) are without prejudice to any equitable principle or rule of law which may excuse the Director from:
 - (a) disclosing information in circumstances where disclosure would otherwise be required under these Articles; or
 - (b) attending meetings or discussions or receiving documents and information as referred to in Article 152(d), in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles.

- (f) (i) A Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board or of a committee of the Board concerning any arrangement, transaction or proposal in which he has an interest which may reasonably be regarded as likely to give rise to a conflict of interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and the Director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:
 - (a) any transaction or arrangement in which he is interested by means of an interest in shares, debentures or other securities or otherwise in or through the Company;
 - (b) the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
 - (c) the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

- (d) the giving of any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;
 - (e) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
 - (f) any proposal concerning any other body corporate in which he does not to his knowledge have an interest (as the term is used in Part 22 of the Act) in one per cent or more of the issued equity share capital of any class of such body corporate (calculated exclusive of any shares of that class in that company held as treasury shares) nor to his knowledge hold one per cent. or more of the voting rights which he holds as shareholder or through his direct or indirect holding of financial instruments (within the meaning of the Disclosure and Transparency Rules of the Financial Services Authority) in such body corporate;
 - (g) any proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
 - (h) any proposal concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons who include Directors; or
 - (i) any proposal concerning the funding of expenditure for the purposes referred to in Article 157 or doing anything to enable such Director or Directors to avoid incurring such expenditure.
- (g) A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of

appointment or its termination) of two or more Directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not otherwise debarred from voting under these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

- (h) If any question arises at any meeting as to whether an interest of a Director (other than the Chairman's interest) shall reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any Director (other than the Chairman) to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned (so far as it is known to him) has not been fairly disclosed to the Board.
- (i) Subject to the provisions of the Act and to the Listing Rules of the Financial Services Authority, the Company may by ordinary resolution suspend or relax any of the provisions of Articles 152 (a) to 152 (h), either generally or in respect of any particular matter, or ratify any transaction not duly authorised by reason of a contravention of these Articles.
- (j) For the purpose only of Articles 151 to 152(h):
 - (i) a conflict of interest includes conflict of interest and duty and a conflict of duties;
 - (ii) an interest means a direct or an indirect interest; and
 - (iii) 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.

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

154. The Directors may elect a chairman and, if thought fit, one or more deputy chairmen and determine the period for which each is to hold office. The chairman, failing whom a deputy chairman (to be chosen, if there be more than one, by agreement amongst them or failing agreement by lot), shall preside at all meetings of the Directors, but if no chairman or deputy chairman shall have been elected, or if at any meeting none be present within five minutes after the time appointed for holding the meeting or none be willing to act, the Directors present may choose one of their number to be chairman of the meeting.
155. A resolution in writing signed by, or by the alternate Directors of, all the Directors who are or whose alternate Directors are for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held. The resolution may be contained in one document or several documents in the like form, each signed by one or more of the Directors. Any such resolution may be signed by an alternate Director in place of his appointor if his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability. References in this Article to "**writing**", "**signatures**" and "**documents**" (or any similar expressions) are to be construed so as to include the use of electronic means subject to such terms and conditions as the Directors may decide.

DIRECTORS' FEES

156. Without prejudice to Articles 125, 126 and 157, the Directors shall be entitled to receive by way of fees for their services as Directors (in addition to any amounts receivable under Article 125) such sum in aggregate as the Board may from time to time determine (not exceeding £250,000 per annum or such other sum as the Company in general meeting shall from time to time determine). Such sum (unless otherwise directed by the resolution of the Company by which it is voted) shall be divided among the Directors in such proportions and in such manner as the Board may determine, or in default of such determination, equally (except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he holds office). Any fees payable pursuant to this Article shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.

DIRECTORS' EXPENSES

157. Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any

committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company.

BORROWING POWERS

158. Subject as provided in Articles 159 to 160, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to the provisions of section 549 of the Act, to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
159. The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company at general meetings of its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Group shall not (excluding intra-Group borrowings) at any time without the previous sanction of an ordinary resolution of the Company exceed a sum equal to three times the adjusted total of capital and reserves.
160. For the purpose of Articles 158 and 159:
- (a) The following shall (without limitation and unless otherwise taken into account) be deemed to constitute moneys borrowed:
 - (i) the principal amount outstanding in respect of any debenture notwithstanding that the same may have been issued in whole or in part for a consideration other than cash;
 - (ii) the principal amount outstanding in respect of any debenture of any member of the Group which is not beneficially owned within the Group;
 - (iii) the principal amount outstanding under any bill accepted by any member of the Group and not beneficially owned within the Group or under any acceptance credit opened on behalf of or in favour of any member of the Group other than by another member of the Group (not being an amount outstanding in respect of the purchase of goods in the ordinary course of trading);

- (iv) the nominal amount of the issued and paid-up preference share capital of any subsidiary undertaking of the Company not beneficially owned within the Group;
 - (v) the nominal amount of any issued share capital and the principal amount of any moneys borrowed (not being issued share capital or moneys borrowed beneficially owned within the Group) the redemption or repayment whereof is guaranteed or secured by the Company or by any of its subsidiary undertakings; and
 - (vi) any fixed or minimum premium payable on final redemption or repayment of any debentures or other moneys borrowed or share capital in addition to the principal or nominal amount thereof.
- (b) Moneys borrowed for the purpose of and actually applied within six months in repaying the whole or any part of other moneys borrowed by the Group and for the time being outstanding shall not pending their application for such purpose be deemed to be moneys borrowed; and
 - (c) Moneys borrowed from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under the contract which is guaranteed or insured by the Export Credit Guarantees Department or any other institution or body carrying on a similar business shall be deemed not to be moneys borrowed.

161. For the purposes of Article 159 and this Article 161:

- A. (a) Subject to (b) and (c) below, the adjusted total of capital and reserves means:
 - (i) the nominal amount of the issued and paid up or credited as paid up share capital for the time being of the Company; and
 - (ii) the amount standing to the credit of the consolidated reserves of the Group including share premium account and capital redemption reserve fund (if any) and the amount standing to the credit of the consolidated profit and loss account,

all as shown in a consolidation of the most recent audited balance sheets of the Company and its subsidiary undertakings available at the date the calculation falls to be made or, if greater, the audited balance sheets immediately preceding the most recent audited balance sheets but after:

- (i) adjusting as may be necessary in respect of any variation in such paid up share capital and reserves since the dates of such balance sheets but so far as profit and loss account is concerned only to take account of:
 - (I) any distribution (otherwise than within the Group) paid, recommended or declared and not already provided for as a liability in such balance sheets or being a normal preference or interim dividend payable out of profits since earned; and
 - (II) any provision made other than out of profits since earned;
 - (ii) excluding any sum set aside for taxation (other than deferred taxation);
 - (iii) excluding a sum equal to the book value of goodwill other than goodwill arising upon such consolidation (the amount of which so far as previously written off is to be written back);
 - (iv) deducting if not already deducted any debit balance on profit and loss account; and
 - (v) excluding the effect on the reserves of the Company of any retirement benefits scheme surplus or deficit which would otherwise be reflected in accordance with any applicable accounting standard.
- (b) Share capital allotted shall be treated as issued and any share capital already called up or payable at any future date within the following 12 months shall be treated as already paid up and if the Company proposes to issue any shares for cash and the issue of such shares 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 12 months shall be deemed to have been paid up.
- (c) In calculating the adjusted total of capital and reserves any adjustments may be made that the Auditors (or, in the event that there are no Auditors or the Auditors decline to act or are unable to act, a chartered accountant appointed for this purpose by the President for the time being of the Institute of Chartered Accountants in England and Wales, on the application of the Company, in place of the Auditors) may certify in their opinion to be appropriate, including in particular adjustments to provide for the carrying into effect of any transaction for the purposes of or in connection with which it requires to be calculated.

- B. The certificate of the Auditors (or, as the case may be, a person appointed instead of the Auditors pursuant to Article 166 (A)(c)) as to the amount of the adjusted total of capital and reserves at any time shall be conclusive and binding upon all concerned.
- C. No person dealing with the Company or any of its subsidiaries shall by reason of Articles 158 to 161 be concerned to see or inquire whether the borrowing limit is observed, and no debt incurred or security given in excess of such limit shall be invalid or ineffectual 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 limit hereby imposed had been or would thereby be exceeded.

GENERAL POWERS OF DIRECTORS

- 162. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by special resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.
- 163. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) upon such terms and conditions and with such restrictions as they think fit provided that the majority of the members of the committee are Directors. Any such delegation (which may include authority to sub-delegate all or any of the powers so delegated) may be collateral with, or to the exclusion of, the powers which are the subject of the delegation (or sub-delegation). Any committees so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors and any or all of the powers so delegated may be altered, waived, withdrawn or revoked by the Directors.
- 164. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors (including, without limitation, provisions relating to resolutions under Article 155), so far as the same are applicable and are not superseded by any regulations made by the Directors under Article 163.
- 165. The Directors may delegate any of their powers to any Director upon such terms and conditions and with such restrictions as they think fit. Any such delegation (which

may include authority to sub-delegate all or any of the powers so delegated) may be collateral with, or to the exclusion of, the powers which are the subject of the delegation (or sub-delegation). Any or all of the powers so delegated may be altered, waived, withdrawn or revoked by the Directors.

166. The Directors may establish any 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, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any annulment or variation shall be affected thereby.
167. The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. The Directors may revoke or vary the appointment but no person dealing in good faith with the Company and without notice of the revocation or variation shall be affected by it.
168. Any power of the Directors to delegate any of their powers under these Articles (and the power to sub-delegate any of such powers) shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee of the Directors.
169. All acts done by or in pursuance of a resolution of any meeting of the Directors, or of a committee of Directors, or by any person acting as a Director or alternate Director or as a member of a committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any such Director or alternate Director, or person acting as aforesaid, or that they or any of them were disqualified or had vacated office, or were

not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or alternate Director and had been entitled to vote.

170. Subject to and to the extent permitted by the Statutes, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a branch register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit regarding the keeping of any such register.
171. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, 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 Directors shall from time to time determine.
172. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may delegate to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of such uncalled capital, and to sue in the name of the Company or otherwise for the recovering of moneys becoming due in respect of calls so made and to give valid receipts for such moneys, and the power so delegated shall subsist during the continuance of the mortgage or security, notwithstanding any change of Directors, and shall be assignable if expressed so to be.
173. A register of Directors' interests shall be kept in accordance with the Statutes and shall be open to the inspection of any member or holder of debentures of the Company or of any other person authorised by the Statutes between the hours of ten am and noon on each day during which the same is bound to be open for inspection pursuant to the Statutes. The register shall also be produced at the commencement of each annual general meeting and shall remain open and accessible during the continuance of the meeting to any person attending the meeting.
174. The Directors may from time to time elect a president of the Company and may determine the period for which he shall hold office. Such president may be either honorary or paid such remuneration as the Directors in their discretion shall think fit, and need not be a Director but shall, if not a Director, be entitled to receive notice of and attend and speak, but not to vote, at all meetings of the Board.

ASSOCIATE DIRECTORS

175. The Directors may from time to time appoint any manager or other officer or person in the employment of the Company or of any subsidiary undertaking within the

Group or any director of any such subsidiary undertaking to be an associate director of the Company.

176. An associate director appointed under Article 175 shall not be required to hold any shares in the Company to qualify him for such office.
177. Save as otherwise agreed between him and the Company, the appointment of a person to be an associate director shall not affect the terms and conditions of his employment by the Company or by any subsidiary undertaking within the Group, whether as regards duties, remuneration, pension or otherwise, and his office as an associate director shall be vacated if he becomes physically or mentally incapable of acting as an associate director and may remain so for more than 3 months or is made bankrupt, or if he becomes prohibited by law from being a director, or if he ceases to be a director of any such subsidiary undertaking by virtue of any provision of the Statutes, or in the event of his ceasing to be in the employment of the Company or of any such subsidiary undertaking, or if he resigns his office or is removed from the office of associate director by a resolution of the Directors.
178. The appointment, continuance in office, removal, powers, duties and remuneration of the associate directors or of any of them shall be determined by the Directors, who shall have full powers to make such arrangements as they may think fit.
179. The associate directors shall not under any circumstances be entitled to vote at meetings of Directors and shall not, except with, and to the extent of, the sanction of the Directors:
 - (a) have any right of access to the books or accounts of the Company;
 - (b) be entitled to receive notices or to attend at meetings of the Directors;
 - (c) be entitled to participate in any other respect in the exercise of the collective powers or duties of the Directors or to exercise any of the powers or rights of a Director individually under these Articles.
180. The Directors shall have the right to enter into any contracts on behalf of the Company or to transact any business of any description without the knowledge or approval of the associate directors.
181. No act shall be done by the Directors which would impose any personal liability on any or all of the associate directors, whether under the Statutes or otherwise, except with their knowledge and consent.

182. The appointment of an associate director shall not constitute him as a Director for the purposes of these Articles or within the meaning of the expression "director" as defined in the Statutes, and an associate director may be given such job title or description by the Company as the Directors may feel appropriate.

SECRETARY

183. The Secretary shall be qualified in accordance with the provisions of the Statutes and shall be appointed by the Directors on such terms and for such period as they may think fit. The Secretary may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract between him and the Company.
184. Any provision of the Statutes or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

THE SEAL

185. The Company may exercise the powers conferred by the Statutes with regard to official seals and such powers shall be vested in the Directors.
186. The Directors shall provide for the safe custody of the Seal, and any official seal, both of which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal and/or any official seal shall be affixed shall be signed by one Director and the Secretary or by two Directors or by a Director or other person authorised for the purpose by the Directors in the presence of a witness and in favour of any purchaser or other person dealing with the Company in good faith and relying thereon such signatures shall be conclusive evidence of the fact that the Seal and/or any official seal has been properly affixed.
187. Notwithstanding any other Article, the Directors may from time to time determine, either generally or in any particular case, the method by which any share certificate issued by the Company in respect of the Company's shares, stock, debentures or other securities shall be authenticated by or on behalf of the Company and, in particular:
- (a) the Directors may dispense with the need to affix the Seal, or any official seal, to such certificate;
 - (b) the Directors may determine the manner, and by whom, any such certificate is to be signed, and may dispense with the need for such certificate to be signed or executed in any way;

- (c) the Directors may permit the signature or a facsimile of the signature of any person to be applied to such certificate by any mechanical or electronic means in place of that person's actual signature, and any certificate issued in accordance with the requirements of the Directors shall, as against the Company, be prima facie evidence of the title of the person named in that certificate to the shares comprised in it.

- 188. Subject to the provisions of section 44 of the Act, a document signed by a Director and the Secretary, or by two Directors or by a Director in the presence of a witness who attests the signature, and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the Seal.

AUTHENTICATION OF DOCUMENTS

- 189. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee of the Directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting of the Company or of the Directors or any committee of the Directors which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company in good faith and relying thereon that such resolution has been duly passed or, as the case may be, that such minutes are or extract is true and accurate record of proceedings at a duly constituted meeting.

DIVIDENDS

- 190. The Company may by ordinary resolution declare dividends and fix the time for payment thereof, but no dividend shall be payable except out of profits of the Company available for distribution in accordance with the Statutes or in excess of the amount, or at any earlier date than, recommended by the Directors.
- 191. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, dividends may be declared or paid in any currency.
- 192. Unless and to the extent that the rights attached to any shares or the terms of issue thereof or the Statutes otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the

purposes of this Article no amount paid on a share in advance of call shall be treated as paid on the share.

193. Subject to the provisions of the Statutes, if and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay the fixed dividend on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time pay interim dividends of such amounts and on such dates and in respect of such periods as they think fit. A resolution of the Directors declaring any such dividend shall (once published with their authority) be irrevocable and have the same effect as if such dividend had been declared upon the recommendation of the Directors by an ordinary resolution of the Company. Provided the Directors act bona fide they shall not incur any responsibility to the holders of shares conferring a preference for any damage they may suffer by reason of the payment of any interim dividend on any shares having deferred or non-preferred rights.
194. Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date the profits and losses thereof as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.
195. Unless otherwise determined by the Directors, no dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.
196. The Directors may retain any dividend or other moneys payable on or in respect of any share:
 - (a) on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists; or
 - (b) in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.
197. The Company may cease to send any cheque or warrant through the post for any dividend or other moneys payable on or in respect of any share if in respect of at least two consecutive dividends payable on those shares the cheques or warrants have been

returned undelivered or remain uncashed, or the cheque or warrant in respect of any one dividend has been returned undelivered or remains uncashed and reasonable enquiries have failed to establish any new address of the holder, but may recommence sending cheques or warrants in respect of dividends payable on those shares if the holder or person entitled thereto requests such recommencement by notice to the Company.

198. All unclaimed dividends or other moneys payable on or in respect of a share may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. The payment by the Directors of any such dividend or other moneys into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date of declaration of such dividend or the date on which such dividend became due for payment shall be forfeited and shall revert to the Company, but the Directors may at their discretion pay any such dividend or such other moneys or some part thereof to a person who would have been entitled thereto had the same not reverted to the Company.
199. The Company may upon the recommendation of the Directors by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid up shares or debentures of any other company) and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors, and generally may make such arrangements for the allotment, acceptance and sale of such specific assets or fractional certificates or any part thereof and otherwise as they think fit.
200. Any dividend or other moneys payable in cash or in respect of a share may be paid by cheque or warrant sent through the post to or left at the registered address of the member or person entitled thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person and such address as such member or person may by notice direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such persons as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may by notice direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the moneys represented thereby. In addition any such dividend or other moneys may at the discretion of the Directors be paid by any bank or other funds

transfer system or such other means and to or through such person as the holder or joint holders or person or persons entitled to the relevant share in consequence of the death or bankruptcy of the holder may by notice direct and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions.

201. In respect of shares in uncertificated form, where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Company shall from time to time consider sufficient, the Company may pay any such dividend, interest or other moneys by means of the relevant system (subject always to the facilities and requirements of that relevant system).
202. If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.
203. The waiver in whole or in part of any dividend on any shares by any document (whether or not executed as a deed) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

RESERVES

204. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper and these, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may from time to time designate the reserves or any part thereof for such purposes or in such manner as they think fit. The Directors may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same the Directors shall comply with the provisions of the Statutes.

CAPITALISATION OF RESERVES

205. The Company may upon the recommendation of the Directors by ordinary resolution resolve to capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account (provided that such sum be not available and required for paying the dividends on any shares carrying a fixed cumulative preferential dividend) and authorise the Directors to appropriate the sum

resolved to be capitalised to the holders of shares in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend on the shares and to apply such sum on their behalf either in or towards paying up the amounts (if any) for the time being unpaid on any shares held by them respectively or in or towards paying up in full unissued shares or debentures of the Company of a nominal amount equal to such sum, such shares or debentures to be allotted and distributed credited as fully paid up to and amongst them in the proportion aforesaid or partly in one way and partly in the other. Provided that any sum standing to the credit of share premium account or capital redemption reserve fund and any other undistributable reserves shall only be applied in or towards the paying up of unissued shares to be allotted as fully paid.

206. Subject to approval by the Company in general meeting by way of an ordinary resolution the Directors may, in respect of any dividend declared or proposed to be declared at that general meeting or any time prior to the next following annual general meeting, determine and announce, prior to or contemporaneously with their announcement of the dividend in question that ordinary shareholders will be entitled to elect to receive in lieu of such dividend (or part thereof) an allotment of additional Ordinary Shares credited as fully paid. In any such case the following provisions shall apply:

- (a) the basis of allotment shall be determined by the Directors so that, as nearly as may be considered convenient, the value (calculated, where appropriate, by reference to the average quotation) of the additional Ordinary Shares (including any fractional entitlement) to be allotted in lieu of any amount of dividend shall equal such amount. For such purposes the "average quotation" of an Ordinary Share shall be the average of the means of quotations on the Stock Exchange, as shown in the Daily Official List, on each of the first five business days on which the Ordinary Shares are quoted ex the relevant dividend;
- (b) the Directors shall give notice to the ordinary shareholders of the right of election accorded to them and shall send with or following such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
- (c) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on Ordinary Shares in respect whereof the share election has been duly exercised ("the elected Ordinary Shares"), and in lieu thereof additional shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise, out of such of

the sums standing to the credit of reserves (including any share premium account or capital redemption reserve fund) or profit and loss account as the Directors may determine a sum equal to the aggregate nominal amount of additional Ordinary Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of unissued Ordinary Shares on such basis;

- (d) the additional Ordinary Shares so allotted shall rank *pari passu* in all respects with the fully paid Ordinary Shares then in issue save only as regards participation in the relevant dividend (or share election in lieu); and
- (e) the Directors may on any occasion determine that rights of election shall not be made available to any ordinary shareholders with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of rights of election would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

207. Whenever a resolution as mentioned in Articles 205 and/or 206 shall have been passed, the Directors shall make all appropriations and applications of the sum resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures (if any) and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provisions as they think fit for the case of shares or debentures becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned) and also to authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective interests in such capitalised sum, of the amounts or any part of the amounts remaining unpaid on their existing shares and for matters incidental thereto and any agreement made under any such authority shall be effective and binding on all concerned.

RECORD DATES

208. Notwithstanding any other provision of these Articles, the Company or the Directors may fix any date as the record date for any dividend, distribution, offer, allotment or issue and such record date may be on or any time before or after any date on which the dividend, distribution, offer, allotment or issue is declared, paid or made.

MINUTES AND BOOKS

209. The Directors shall cause minutes to be made:
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of Directors and of any committee of Directors; and
 - (c) of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees of Directors.

Any such minutes if purporting to be signed by the chairman of the meeting at which the proceedings took place, or by the chairman of the next following meeting, shall be sufficient evidence, without any further proof, of the facts therein stated. Copies of the minutes set out in (a)-(c) above must be retained for ten years from the date of meeting.

210. Any register, index, minute book, book of account or other book required by these Articles or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.
211. Any register, index, minute book, book of account or other book or document of the Company shall always be open to the inspection of the officers of the Company. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any book or document of the Company except as conferred by the Statutes or as ordered by a Court of competent jurisdiction or as authorised by the Directors and the Directors shall (subject to the provisions of the Statutes) determine at what times and under what conditions any such right may be exercised.

ACCOUNTS

212. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place or places within Great Britain as the Directors think fit.
213. The Directors shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before a general meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary.
214. Except as provided in Article 215, the Company shall send to each member of the Company and to the Auditors and to every other person who is entitled to receive notice of general meetings copies of the Company's annual accounts, the Directors' report and the Auditors' report not less than 21 days before the date of the general meeting before which they are to be laid. Nothing in this Article shall require the Company to send the Company's annual accounts, the Directors' report and the Auditors' report to any person who under these Articles is not entitled to be sent notices from the company or of whose address (whether for the purpose of communication by electronic means or otherwise) the Company is unaware or to any holder of debentures of whose address (whether for the purpose of communication by electronic means or otherwise) the Company is unaware or to more than one of the joint holders of any shares or debentures. Any member to whom the Company's annual accounts, the Directors' report and the Auditors' report are sent shall be entitled to be sent a further copy, free of charge, on application at the Transfer Office. For the purposes of this Article 214, the references to sending to any person copies of the Company's annual accounts, the Directors' report and the Auditors' report shall be used in the same way as it is in section 423 of the Act. No accidental non-compliance with the provisions of this Article or Article 215 shall invalidate the proceedings at the meeting.
215. The Company may, in accordance with sections 426 and 428 of the Act and any regulations made under it, send a summary financial statement to any member instead of or in addition to the documents referred to in Article 214. For the purposes of this Article 215, the references to sending to a summary financial statement to an entitled person shall be used in the same way as it is in sections 426 and 428 of the Act.
216. All accounts of the Company when audited and approved by the Company in general meeting shall be conclusive as to the contents thereof except as regards any error discovered therein within three months next after the approval thereof. Whenever such an error is discovered within that period, the account shall forthwith be corrected and thereupon shall be conclusive.

AUDITORS

217. Auditors shall be appointed and their duties, powers, rights and remuneration regulated in accordance with the provisions of the Statutes.
218. Subject to the provisions of the Statutes, all acts done by persons acting as Auditors shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in their appointment or that they were at the time of their appointment not qualified for appointment.
219. The Auditors shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns them as Auditors.

NOTICES

220. Any notice, document or other information to be given to or by any person pursuant to these Articles (other than a notice convening a Directors' meeting or a meeting of a committee of the Directors) shall be in writing, or subject to Article 228 below, shall be given using electronic means to an address for the time being notified for that purpose by the person to whom notice is to be given.
221. Any notice, document or other information (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid letter (in such form as any Director or the Secretary may determine) or leaving it in a letter addressed to such member at his registered address or (if he has no registered address within the United Kingdom) to the postal address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices or, by delivering it to such address as aforesaid.
222. Where a notice, document or other information is sent by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by post, service or delivery shall be deemed to be effected at the expiration of 24 hours (or, where second class mail is employed, 48 hours) after the time when the letter containing the same is posted or, in the case of a notice. In proving that a notice, document or other information was posted it shall be sufficient to prove that such letter was properly addressed, stamped and posted.
223. The Company may also, subject to the provisions of the Statutes, give or send any notice, document or other information (excluding a share certificate) to any member either:-

- (a) by electronic means where the member has agreed (generally or specifically) that the notice, document or information may be sent or supplied in that form (and has not revoked that agreement) and provided that the notice, document or other information is sent to an address specified for the purpose for the time being by that member (generally or specifically) or where the member is a company, to an address deemed by the Statutes to have been so specified; or
- (b) by making it available on a website provided that:
 - (i) the member has agreed (generally or specifically) that the notice, document or information may be made available to him on a website (and has not revoked that agreement), or the member has been asked by the Company to agree that the Company may send notices, documents or other information generally, or the notice, document or information in question, to him by making it available on a website and the Company has not received a response within the period of 28 days beginning on the date on which Company's request was sent and the member is therefore taken to have so agreed (and has not revoked that agreement);
 - (ii) the Company sends the member a notification of presence of the notice, document or other information on a website, the address of that website, the place on the website where it may be accessed and how it may be accessed ("notification of availability");
 - (iii) in the case of a notice of meeting, the notification of availability states that it concerns a notice of a company meeting, specifies the place, time and date of the meeting, and states whether it will be an annual general meeting;
 - (iv) where the notice in question is a notice of a meeting, the notice continues to be published on that website throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting and in all other cases throughout the period specified by any applicable provision of the Statutes, or, if no such period is specified, throughout the period of 28 days beginning with the date on which the notification of availability is sent to the member, provided that, if the notice, document or other information is published on that website for a part but not all of such period, the notice will be treated as published throughout that period if the failure to publish those documents throughout that period is wholly

attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

224. Any amendment or revocation of a notification given to the Company under Article 223 shall only take effect if in writing, signed by the member and on actual receipt by the Company thereof.
225. Any notice, document or other information which is sent by electronic means shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
226. Where a notice, document or other information is given or sent by electronic means and/or by means of a website, it shall (subject to the provisions of these Articles) be deemed to have been received on the day following that on which it was transmitted to an address supplied by the member or, in the case of the publication of a notice on a website, on the day on which notification of availability on the website is deemed to have been received in accordance with Articles 221 or 226 or, if later, the day on which it is first made available on the website. Proof that a notice, document or other information sent by electronic means was sent in accordance with current guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice, document or other information was sent or given.
227. In respect of joint holdings all notices, documents and other information shall be given to the joint holder with a registered address or other address for service in the United Kingdom whose name stands first in the Register and notice so given shall be sufficient notice to all the joint holders of that joint holding and the agreement of the first named holder on the Register that notices, documents and information may be given, sent or supplied in electronic form or by being made available on a website shall be binding on all the joint holders.
228. The Company may at any time and at its sole discretion choose to give, send or supply notices, documents and information only in hard copy form to some or all of its members.
229. Any notice, document or other information delivered or sent by post to or left at the registered address of any member or by electronic means to an address for the time being notified to the Company for that purpose by a member in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such member as sole or joint holder, provided that where a person entitled to a share in consequence of the death or bankruptcy of a member has by notice supplied the Company with evidence to show his title to the share and an address within the United Kingdom for

the service of notices, any notice, document or other information to which the member but for his death or bankruptcy would be entitled shall be served on such person in like manner as a member, and shall for all purposes be deemed a sufficient service of such notice, document or other information on all persons interested (whether jointly with or as claiming through or under him) in the share.

230. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by any notice or document in respect of such share which prior to his name and address being entered in the Register as the holder thereof, shall have been served on or to a person from or through whom he derives his title to such share, provided that the provisions of this Article shall not apply to any notice given under Articles 67 to 73 or the provisions of the Statutes referred to therein.
231. Any member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at that address but, unless he does so, shall not be entitled to received any notice from the Company. Any member whose registered address is not within the United Kingdom and who gives to the Company an address for the purpose of sending notices by electronic means may, at the absolute discretion of the Board, have notices served upon him at that address.
232. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom or any part thereof the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in two national daily newspapers published on the same date and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post to those members to whom notices are posted if, at least 48 hours prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.
233. Any notice required to be given by the Company to the members, or any of them, and not provided for by or pursuant to these Articles shall be sufficiently given if given by advertisement which shall be inserted once in at least one national daily newspaper, and in such case shall be deemed to have been given at noon on the day on which the advertisement first appears.
234. Nothing in these Articles shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.

235. If on three consecutive occasions, notices or other documents have been sent through the post to a member at his registered address or his address for service of notices and have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied by notice a new registered address or address within the United Kingdom for service of notices or shall have informed the Company, in such manner as may be specified by the Company, of an address for the service of notices by electronic means. For these purposes a notice sent by post shall be treated as returned undelivered if the notice is sent back to the Company (or its agents), and a notice sent by electronic means shall be treated as returned undelivered if the Company (or its agents) receive notification that the notice was not delivered to the address to which it was sent.

WINDING UP

236. The Directors shall have power in the name and on behalf of the Company to present a petition to the Court for the Company to be wound up.
237. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court) the liquidator may, with the authority of a special resolution, divide amongst the members in specie the whole or any part of the assets of the Company (whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds) and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may subject to any special rights attached to any shares or the terms of issue thereof determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

238. The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or its subsidiaries.

INDEMNITY AND INSURANCE

239. Every Director and the Secretary shall be indemnified against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its associated companies save, in relation to

directors, that no indemnity is hereby given against any liability incurred by the director which would cause this indemnity not to be a qualifying third party indemnity provision as that term is defined in section 234 of the Act. For the purpose of this Article, "associated company" has the same meaning as in section 256 of the Act.

240. Without prejudice to Article 239 the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons and their connected persons (as that term is defined in section 252 of the Act) who are or were at any time Directors, officers or employees of any Relevant Company (as defined in Article 241) or who are or were at any time trustees of any pension fund or employees' share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme.
241. For the purpose of Article 240 "**Relevant Company**" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.