

Company No 00031114

THE COMPANIES ACTS 1985 to 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ADNAMS PLC

(Adopted by a Special Resolution passed at
the Annual General Meeting of the Company
held on 27th April 2009)

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1 Preliminary

1.1 The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 and any subsequent amendments shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

1.2 In these Articles:

“**the Act**” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force.

“**Address**” in relation to Electronic Communications, includes any number or address used for the purposes of such communications;

“**the Articles**” means the articles of the Company.

“**clear days**” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

“**communication**” means the same as in the Electronic Communications Act 2000,

“**Electronic Communication**” means a Communication in Electronic Form, and any other form of electronic communication as defined by the Electronic Communications Act 2000;

“**Electronic Form**” and “**Electronic Means**” have the meanings given to them in Section 1168 of the Companies Act 2006;

“**executed**” includes any mode of execution.

"ICSA Guidelines" means the statements of recommended best practice in the memorandum headed "ICSA Guidance on Electronic Communications with Shareholders 2007" published by the Institute of Chartered Secretaries and Administrators in 2007 and any modification, extension or replacement for the time being in force;

"office" means the registered office of the Company.

"Ordinary Shares" where used without the prefix "A" or "B" means and includes Ordinary Shares whether "A" or "B".

"the holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares.

"the seal" means the common seal of the Company.

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

2 Share Capital

- 2.1 The share capital of the Company is £520,000 divided into 3,100 3.85% Cumulative Preference Shares of £10 each (hereinafter called "**the First Preference Shares**"), 3,100 4.9% Non-Cumulative Preference Shares of £5 each (hereinafter called "**the Second Preference Shares**"), 744,000 "A" Ordinary Shares of 25p each and 287,500 "B" Ordinary Shares of £1 each.
- 2.2 The profits of the Company which it may from time to time determine to distribute shall (subject to any rights which may be created on an increase of capital) be applicable as follows:-
 - 2.2.1 First, in payment to the holders of the First Preference Shares of a fixed cumulative preferential dividend at the rate of 3.85% per annum on the amount for the time being paid thereon such fixed dividend shall be payable half yearly and in the event of the same for any year not being paid in full the deficiency shall be made up and paid out of the reserve fund for the time being or out of the profits of any following year or years;
 - 2.2.2 Second, in payment to the holders of the Second Preference Shares of a fixed preferential dividend at the rate of 4.9% per annum on the amount for the time being paid up thereon such fixed dividend being payable as nearly as may be half yearly on 1st January and 1st July in each year without any right in the case of deficiency to resort to subsequent profits; and

- 2.2.3 The surplus (if any) shall be applied in payment to the holders of the Ordinary Shares of a dividend in proportion to the amounts for the time being paid up thereon.
- 2.3 In a winding up the surplus assets of the Company (including in the term "assets" capital uncalled at the commencement of the winding up) shall (subject to any rights which may be created on an increase of capital) be applied:-
- 2.3.1 First, in payment to the holders of the First Preference Shares of the capital paid up thereon;
- 2.3.2 Second, in payment to the holders of the First Preference Shares of any arrears of the said preferential dividend, whether declared or not, and whether or not there shall have been any profits available for the payment thereof up to the date of payment;
- 2.3.3 Third, in payment to the holders of the Second Preference Shares of the capital paid up thereon; and
- 2.3.4 The surplus (if any) shall be divided among the holders of the Ordinary Shares in proportion to the amounts paid up thereon at the commencement of the winding up.
- 2.4 Subject to the provisions of the Act and to the provisions of Article 8.3 and without prejudice to the rights attached to existing shares, any share may be issued with such rights and restrictions as the Company may by ordinary resolution determine.
- 2.5 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by the Articles.
- 2.6 The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
- 2.7 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

3 Share certificates

- 3.1 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares in any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

- 3.2 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

4 Lien

- 4.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.
- 4.2 The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 4.3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee of the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 4.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale.

5 Calls on shares and forfeiture

- 5.1 Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 5.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 5.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 5.4 If a call remains unpaid after it becomes due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due

and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part.

- 5.5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 5.6 Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 5.7 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 5.8 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 5.9 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the share to that person.
- 5.10 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 5.11 A statutory declaration by a Director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

6 Transfer of Shares

6.1 The Directors may refuse to register any transfer of Preference Shares (whether First Preference Shares, Second Preference Shares or not) or "B" Ordinary Shares not in either case fully paid up to any person not approved by them, or any transfer of Preference Shares (whether First Preference Shares or Second Preference Shares or not) or "B" Ordinary Shares upon which in either case the Company has lien, or any transfer of Preference Shares (whether First Preference Shares or Second Preference Shares or not) or "B" Ordinary Shares, whether in either case fully paid up or not, made to an infant or person of unsound mind, or in any case in respect of less than 15 "B" Ordinary Shares.

6.2 As regards the "A" Ordinary Shares the following provisions shall have effect:-

6.2.1 Save as hereinafter provided in this Article, no "A" Ordinary Shares shall be transferred by any "A" Ordinary Shareholder (except an "A" Ordinary Shareholder who has acquired such shares under the terms of a Share Incentive Plan approved by the Directors) (a "SIP"), to any transferee who is not an "A" Ordinary Shareholder for the time being of the Company, whilst there is any such "A" Ordinary Shareholder willing to purchase the shares proposed to be transferred at the fair market value thereof in accordance with the following provisions of this Article.

6.2.2 Except where:-

- (i) a transfer is made pursuant to Articles 6.2.6 or 6.2.8, or, where;
- (ii) a transfer is by an "A" Ordinary Shareholder who has acquired such shares under the terms of a SIP;

an "A" Ordinary Shareholder proposing to transfer any "A" Ordinary Share (in this Article called "**the proposing transferor**") shall give notice in writing (hereinafter called "**a transfer notice**") to the Company stating that he desires to transfer the same. Such transfer notice shall specify the sum which he fixes as the fair market value of the share and shall constitute the Company his agent for the sale of the share to any "A" Ordinary Shareholder for the time being of the Company and/or to the Company at the price so fixed or at the option of the purchaser at the fair market value to be fixed by the Accountants in accordance with the provisions of this Article. A transfer notice may include several shares and in that case shall operate as if it were a separate notice in respect of each such share. A transfer notice shall not be revocable except with the sanction of the Directors.

6.2.3 If the Company within the period of fifty six days after being served with a transfer notice either finds an "A" Ordinary Shareholder for the time being of the Company willing to purchase the shares (in this Article called "**the purchasing member**") and/or resolves to purchase the shares itself and shall give notice thereof in writing to the proposing transferor he shall be bound upon payment of the fair market value as fixed by him or as determined by the Accountants in accordance with the provisions of this Article to transfer the shares to the purchasing member or the Company as the case may be.

- 6.2.4 In case any difference shall arise between the proposing transferor and the purchasing member or the Company as to the fair market value of a share, the Accountants shall on the application of either party certify in writing the sum which, in their opinion, is the fair market value thereof, and such sum shall be deemed to be the fair market value, and in so certifying the Accountants shall be considered to be acting as an expert and not as an arbitrator. **"Accountants"** for the purposes of this Article 6 shall mean the auditors of the Company for the time being or, if the Company has lawfully not appointed auditors, its accountants for the time being, or, if in either case such firm is unable or unwilling to act in any particular case, such firm of chartered accountants as may be agreed between and jointly appointed by the proposing transferor and the purchaser or purchasing member or the Company (as appropriate). If the parties are unable to agree on a firm or the terms of their appointment within ten days of either party serving details of a suggested firm and the terms of their proposed appointment on the other, the parties shall request the then President of the Institute of Chartered Accountants in England and Wales or any successor body to appoint a firm of chartered accountants for the purpose and to agree the terms of appointment of such firm.
- 6.2.5 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the share, the Company may either receive the purchase money and then cause a transfer of the share to be executed and the name of the purchasing member to be entered in the register as the holder of the share or if it is a purchaser cause the shares to be cancelled and then in either case hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered on the register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- 6.2.6 If the Company shall not within the set period of fifty six days after being served with the transfer notice find an "A" Ordinary Shareholder willing to purchase the shares comprised therein and/or resolve to purchase the shares itself and gives notice thereof in manner aforesaid, the proposing transferor shall at any time within three months afterwards be at liberty, subject as in this Article provided, to sell and transfer the shares or those not placed to any person and at any price but not less than the fair market value specified in the transfer notice.
- 6.2.7 All shares comprised in a transfer notice shall be offered to such "A" Ordinary Shareholder or "A" Ordinary Shareholders for the time being of the Company or to the Company and in such proportions as the Directors shall in their discretion nominate.
- 6.2.8 Permitted transfers:
- (i) Any "A" Ordinary Share may be transferred by an "A" Ordinary Shareholder:
 - (A) to any son, grandson, daughter, granddaughter, or other issue of such "A" Ordinary Shareholder, or to the husband or wife of such issue; or

- (B) to the father, mother, brother, sister, nephew, niece, wife, husband, brother-in-law or sister-in-law of such "A" Ordinary Shareholder; or
 - (C) to any trustees for such "A" Ordinary Shareholder or for any relative of such Shareholder as is prescribed in sub-paragraphs (A) and (B) above; or
 - (D) to any person appointed or elected a Director to enable him to acquire his share qualification; or
 - (E) to the trustees of any trust, profit sharing scheme, share option scheme or pension scheme established or to be established by the Company for the benefit of its employees or former employees or pensioners or their dependants or any of them or for any benevolent or charitable purpose; or
 - (F) to the Company.
- (ii) Any such share may be transferred at any time by any such trustees as aforesaid (whether during the continuance or after the determination of any trust) to a beneficiary under the relevant trust who is a relative of the "A" Ordinary Shareholder prescribed under sub-paragraphs (a) and (b) above or a person entitled to benefit under any trust or scheme referred to in sub-paragraph (e) above.
 - (iii) Any such share of a deceased "A" Ordinary Shareholder may be transferred by his executors or administrators to the widow or widower or other prescribed relative of such deceased "A" Ordinary Shareholder.
 - (iv) Any such share standing in the names of the trustees of a Will of a deceased "A" Ordinary Shareholder or of any such other trustees as aforesaid may be transferred upon any change of trustees to the trustees for the time being of any such Will or trust, and
 - (v) Articles 6.2.1 to 6.2.7 inclusive hereof shall not apply to any transfer authorised by this Article 6.2.8.
- 6.2.9 Notwithstanding anything hereinbefore contained in this Article 6.2 the Directors may decline to recognise any instrument of transfer of less than 15 "A" Ordinary Shares.
- 6.2.10 Notwithstanding the exceptions contained in Article 6.2.1 and 6.2.2(ii), the Directors shall have discretion to refuse to register any proposed transfer of "A" Ordinary Shares registered in the name of an "A" Ordinary Shareholder who has acquired such shares under the terms of a SIP.
- 6.3 The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
- 6.4 Notwithstanding any other provisions of the Articles, the Directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not

approve and they may refuse to register the transfer of a share on which the Company has a lien. They may also refuse to register a transfer unless:

- 6.4.1 it is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - 6.4.2 it is in respect of only one class of shares; and
 - 6.4.3 it is in favour of not more than four transferees.
- 6.5 If the Directors refuse to register the transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee, in accordance with the provisions of the Act, notice of the refusal.
- 6.6 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.
- 6.7 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 6.8 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

7 Transmission of Shares

- 7.1 If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
- 7.2 A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
- 7.3 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

8 Alteration of Share Capital

- 8.1 The Company in General Meeting may from time to time increase the capital of the Company by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution may prescribe, provided always that the Company shall not be at liberty without the consent in writing or the sanction of a Special Resolution of the holders of the "A" Ordinary Shares and the "B" Ordinary Shares respectively as separate classes as provided by Article 9 hereof to create any Ordinary Shares except in the form of "A" Ordinary Shares of 25p each and "B" Ordinary Shares of £1 each ranking *pari passu* with the existing shares of such respective classes and in the same proportions as the number of "A" Ordinary Shares bears to the number of "B" Ordinary Shares" immediately before such shares are created.
- 8.2 Subject to the provisions of Article 8.3 hereof any new shares in the capital of the Company may be issued with such preference or priority with regard to dividend or in the distribution of assets or otherwise over or ranking equally with any other shares whether at the time issued or created or not and whether Preference, Ordinary, or other shares, or as Deferred Shares, and with or without any right to participate in the surplus assets after repayment of paid up capital and with a special or restricted right of voting, or without any right of voting as the Company in General Meeting may from time to time determine. Provided nevertheless that no shares ranking equally with or having any preference or priority over the First Preference Shares or the Second Preference Shares shall be issued save with the ratification of the holders of the First Preference Shares or the Second Preference Shares given in manner specified by Article 9 hereof. Any Preference Share may with the sanction of a Special Resolution be issued on the terms that it is, or at the option of the Company is liable to be redeemed.
- 8.3 Subject to any direction to the contrary that may be given by the Company in General Meeting all new shares other than Ordinary Shares shall before issue be offered to such persons as are holders of the issued Ordinary Shares in proportion as nearly as the circumstances admit to the amounts paid up (otherwise than in advance of calls) on the issued Ordinary Shares held by them. All new Ordinary Shares shall be issued as "A" Ordinary Shares and "B" Ordinary Shares in the same proportions as the number of "A" Ordinary Shares bears to the number of "B" Ordinary Shares immediately before such issue and the new "A" Ordinary Shares shall be offered to the holders of the "A" Ordinary Shares and the new "B" Ordinary Shares shall be offered to the holders of the "B" Ordinary Shares in proportion as nearly as the circumstances admit to the amounts paid up (otherwise than in advance of calls) on the issued "A" Ordinary and "B" Ordinary Shares held by them respectively unless the holders of the "A" Ordinary and "B" Ordinary Shares respectively as separate classes shall waive such rights as provided in Article 9.
- 8.4 Any such offer as is referred to in the immediately preceding Article shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.

- 8.5 The new shares shall be subject to the same provisions with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original capital and unless otherwise provided in accordance with the Articles the new shares shall be Ordinary Shares.
- 8.6 The Company may by ordinary resolution –
- 8.6.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - 8.6.2 subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the other; and
 - 8.6.3 cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
- 8.7 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.8 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

9 Modification of Rights

- 9.1 All or any of the rights or privileges attached to the First Preference Shares or the Second Preference Shares may be modified by agreement between the Company and any persons purporting to contract on behalf of either of such class provided such agreement is ratified in writing by the holders of at least two thirds of the shares of the class in question.
- 9.2 All or any of the rights attached to any class of Ordinary Shares may at any time be varied by a Special Resolution of the Company with the consent in writing of the holders of three fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of the Articles relating to General Meetings and votes of Members shall mutatis mutandis apply, but so that the necessary quorum thereat (but subject to the provisions of the Articles as to the quorum at an adjourned meeting) shall be Members holding or representing by proxy one third of the issued Ordinary Shares of the class, and that no vote shall be given except in respect of an Ordinary Share of that class.

10 Purchase of Own Shares

- 10.1 Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

11 General Meetings

- 11.1 The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting . If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting.

12 Notice of General Meetings

- 12.1 An annual general meeting shall be called by at least twenty-one clear days' notice. All other general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed -

12.1.1 in the case of an annual general meeting, by all the members who are entitled to attend and vote thereat; and

12.1.2 in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent. in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the other provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and auditors.

- 12.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

13 Proceedings at General Meetings

- 13.1 No business shall be transacted at any meeting unless a quorum is present. Unless otherwise provided in the Articles, ten persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

- 13.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.

- 13.3 The chairman, if any, of the board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither

the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.

- 13.4 If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 13.5 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company.
- 13.6 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 13.7 A resolution put to the vote of meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded -
- 13.7.1 by the chairman; or
- 13.7.2 by at least two members having the right to vote at the meeting; or
- 13.7.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- 13.7.4 by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

- 13.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 13.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 13.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 13.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 13.12 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 forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 13.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

14 Votes of Members

- 14.1 No holder of the First Preference Shares or Second Preference Shares shall in respect thereof have the right to attend or vote at any General Meeting of the Company, but subject thereto each member shall have one vote for each Ordinary Share registered in his name, provided that no member shall be entitled to vote unless all calls due from time to time have been paid.
- 14.2 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.
- 14.3 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 14.4 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercised.
- 14.5 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

- 14.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 14.7 On a poll votes may be given personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 14.8 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"[] PLC/Limited

I/We, [] of [], member/members of the above-named company, hereby appoint [] of [], or failing him, [] of [], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/any other general meeting of the company to be held on [] 20[], and at any adjournment thereof.

Signed on [] 20[]"

- 14.9 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"[] PLC/Limited

I/We, [] of [], member/members of the above-named company, hereby appoint [] of [], or failing him, [] of [], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/any other general meeting of the company to be held on [] 20[], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this [] day of [] 20[]"

- 14.10 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may-
- 14.10.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty-eight hours before

the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

14.10.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -

- (i) in the notice convening the meeting, or
- (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
- (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

14.10.3 in the case of a poll taken more than forty-eight hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or

14.10.4 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director;

and an instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

In this Article and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

14.11 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

15 Borrowing Powers

15.1 The Directors may, from time to time, borrow on mortgage of the property of the Company, or any part thereof, or on bond, debenture stock, or debentures or on other security, or without security, any sum which the Directors think fit, provided, nevertheless, that the aggregate of principal money to be borrowed shall not at any time exceed three times the paid up capital and reserves for the time being of the Company, without the consent of the Company in General Meeting, but no debt incurred or security given in respect of monies borrowed in excess of the limit hereby imposed shall be invalid or ineffectual, except in the case of express notice at the

time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

- 15.2 The Directors may exercise their discretion as to the borrowing of money on security (within the limits imposed by the last preceding article) and as to the form and terms of the security, and may borrow from and incur liabilities to bankers and others for all current expenses and outgoings of the Company.

- 15.3 No person lending monies or giving credit to the Company shall be bound to enquire for what purposes monies are required.

16 Number of Directors

- 16.1 Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall be not less than two.

17 Powers of Directors

- 17.1 Subject to the provisions of the Act, the memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

- 17.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

18 Delegation of Directors' Powers

- 18.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of the Articles regulating the proceedings of Directors so far as they are capable of applying.

19 Appointment and Retirement of Directors

- 19.1 The qualification of a Director shall be the holding in his own right of registered Ordinary or Preference Shares of the Company of the nominal value of £25. A Director may act before acquiring his qualification.

- 19.2 Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his

employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.

- 19.3 At the first annual general meeting all the Directors shall retire from office, and at every subsequent annual general meeting one-third of the Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one Director who is subject to retirement by rotation, he shall retire.
- 19.4 Subject to the provisions of the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 19.5 If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.
- 19.6 No person other than a Director retiring by rotation shall be appointed or reappointed a Director at any general meeting unless -
 - 19.6.1 he is recommended by the Directors; or
 - 19.6.2 not less than twenty-one nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed or reappointed.
- 19.7 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors.
- 19.8 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.
- 19.9 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause

the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

- 19.10 Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

20 Disqualification and Removal of Directors

- 20.1 The office of a Director shall be vacated if

- 20.1.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- 20.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 20.1.3 he is, or may be, suffering from mental disorder and either -
 - (i) he is admitted to hospital in pursuance of an application for admission or treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 20.1.4 he resigns his office by notice to the Company; or
- 20.1.5 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.

21 Remuneration of Directors

- 21.1 The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

22 Directors' Expenses

- 22.1 The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

23 Directors' Interests

23.1 For the purposes of section 175 of the Companies Act 2006, the board may authorise any matter proposed to it in accordance with the Articles which would, if not so authorised, involve a breach of duty by a Director under that section, including, without limitation, any matter which relates to a situation in which a Director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the Company. Any such authorisation will be effective only if:

23.1.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and

23.1.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

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. The board may vary or terminate any such authorisation at any time.

For the purposes of the Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

23.2 Provided that he has disclosed to the board the nature and extent of his interest (unless the circumstances referred to in section 177(5) or section 177(6) of the Companies Act 2006 apply, in which case no such disclosure is required) a Director notwithstanding his office:

23.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

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

23.2.3 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.

23.3 A Director shall not, by reason of his office, be accountable to the Company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:

23.3.1 the acceptance, entry into or existence of which has been approved by the board pursuant to Article 23.1 (subject, in any such case, to any limits or conditions to which such approval was subject); or

23.3.2 which he is permitted to hold or enter into by virtue of Article 23.2.1, 23.2.2 or 23.2.3;

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

23.4 Any disclosure required by Article 23.2 may be made at a meeting of the board, by notice in writing or by general notice or otherwise in accordance with section 177 of the Companies Act 2006.

23.5 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 owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the board pursuant to Article 23.1. In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 because he fails:

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

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

23.6 Where the existence of a Director's relationship with another person has been approved by the board pursuant to Article 23.1 and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 because he:

23.6.1 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

23.6.2 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 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.

23.7 The provisions of Articles 23.5 and 23.6 are without prejudice to any equitable principle or rule of law which may excuse the Director from:

23.7.1 disclosing information, in circumstances where disclosure would otherwise be required under the Articles; or

23.7.2 attending meetings or discussions or receiving documents and information as referred to in Article 23.6, in circumstances where such attendance or receipt of such documents and information would otherwise be required under the Articles.

24 Directors Gratuities and Pensions

- 24.1 The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

25 Proceedings of Directors

- 25.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote but only if all Directors have been given the opportunity to vote on that issue and have notified the Chairman in writing that they are voting for or against or exercising their right to abstain from voting on that issue whether or not they are present at the meeting.
- 25.2 The quorum for the transaction of the business of the Directors shall be fixed by the Directors and unless so fixed at any other number shall be two.
- 25.3 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 25.4 The Directors may appoint one of their number to be the chairman of the board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 25.5 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 25.6 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 25.7 Except as otherwise provided by the Articles, a Director shall not vote at a meeting of the board or a committee of the board on any resolution of the board concerning a

matter in which he has an interest (other than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company) which can reasonably be regarded as likely to give rise to a conflict with the interest of the Company unless his interest arises only because the resolution concerns one or more of the following matters:

- 25.7.1 The giving of a 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;
- 25.7.2 The giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which the Director has assumed responsibility (in whole or part and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security;
- 25.7.3 A contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription or purchase, 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 entitled to participate;
- 25.7.4 A contract, arrangement, transaction or proposal concerning any other body corporate in which he or any other person connected with him is interested, directly or indirectly, and whether as an officer, shareholder, creditor or otherwise, if he and any persons connected with him do not to his knowledge hold an interest (as that term is used in sections 820 to 825 of the Companies Act 2006) representing 1% or more of either any class of the equity share capital of such body corporate (or any other body corporate through which his interest is derived) or of the voting rights available to members of the relevant body corporate (any such interest being deemed for the purposes of this Article to be likely to give rise to a conflict with the interest of the Company in all circumstances);
- 25.7.5 A contract, arrangement, transaction or proposal for the benefit of employees of the Company or of any of its subsidiary undertakings which does not award him any privilege or benefit not generally accorded to the employees to whom the arrangement relates; and
- 25.7.6 A contract, arrangement, transaction or proposal concerning any insurance which the Company is empowered to purchase or maintain for or for the benefit of any Directors of the Company or for persons who include Directors of the Company.
- 25.8 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 25.9 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.
- 25.10 Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in

relation to each Directors separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

- 25.11 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

26 Secretary

- 26.1 Subject to the provisions of the Act, the secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

27 Minutes

- 27.1 The Directors shall cause minutes to be made in books kept for the purpose -
- 27.1.1 of all appointments of officers made by the Directors; and
 - 27.1.2 of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, including the names of the Directors present at each such meeting.

28 The Seal

- 28.1 The seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director.

29 Dividends

- 29.1 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
- 29.2 Subject to the provisions of the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

- 29.3 Except as otherwise provided to the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividends as from a particular date, that share shall rank for dividend accordingly.
- 29.4 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 29.5 Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 29.6 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 29.7 Any dividend which has remained unclaimed for six years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

30 Accounts

- 30.1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

31 Capitalisation of Profits

- 31.1 The Directors may with the authority of an ordinary resolution of the Company
- 31.1.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;
- 31.1.2 appropriate the sum resolved to be capitalised to the holders of the Ordinary Shares in proportion to the amounts paid up on those shares, and apply such sum on their behalf in or towards paying up in full unissued Ordinary Shares which shall (unless the holders of the "A"

Ordinary and the "B" Ordinary Shares as separate classes shall in accordance with the provisions of Article 9 resolve otherwise) be issued as "A" Ordinary Shares and as "B" Ordinary Shares in the same proportions referred to in Article 8.3 and allot such shares to the holders of the Ordinary Shares in proportion to the amounts paid up on those shares and so that "A" Ordinary Shareholders receive "A" Ordinary Shares and "B" Ordinary Shareholders receive "B" Ordinary Shares in the proportions which they respectively hold such shares.

- 31.1.3 make such provision by the issue of fractional certificates or by payment in cash or otherwise as they may determine in the case of shares or debentures becoming distributable under this regulation in fractions; and
- 31.1.4 authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

32 Notices

32.1 Service of notice by the Company:

- 32.1.1 Any notice or document (including a share certificate) may be given or delivered by the Company to any member entitled to receive such notice by the Company either:
 - (i) personally; or
 - (ii) by sending it through the post in a prepaid envelope addressed to such member at his registered address as appearing in the register of members, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices, or by delivering it to such address addressed as aforesaid.
- 32.1.2 The Company may also, subject to the provisions of the Act give or send to any members any notice or other document (excluding a share certificate or other document of title):
 - (i) in Electronic Form where the Company and that member have agreed to the use of Electronic Form for sending copies of documents to the member and;
 - (A) the documents are documents to which the agreement applies;
 - (B) copies of the documents, if sent by Electronic Means are sent to such Address (or to one of such Addresses if more than one) as may for the time being be notified by the Member to the Company for that purpose; or
 - (ii) by making such notice or other document available on a website where the Company and that member have agreed or in

accordance with the Act, that member is deemed to have agreed to any notice or other document being sent to the member in that way and;

- (A) the documents are documents to which the agreement applies; and
- (B) the member is notified in accordance with the provisions of the Act of:
 - 1) the presence of the documents on the website;
 - 2) the address of that website; and
 - 3) the place on the website where the documents may be accessed and how they may be accessed.
- (C) Subject to the Act, a member will be deemed to have agreed to any notice or other document being sent to the member by making it available on a website if:
 - 1) the member has been asked individually by the Company to agree that the Company may send or supply documents or information generally, or the documents or information in question, to him by means of a website; and
 - 2) the Company has not received a response within the period of 28 days beginning with the date on which the Company's request was sent.

32.2 Joint holders: In respect of joint holdings all notices shall be given to the joint holder whose name stands first in the register of members in respect of such joint holding, and notice so given shall be sufficient notice to all the joint holders. For such purpose a joint holder having no registered address in the United Kingdom for the service of notices or an Address for the service of notices by Electronic Means, shall be disregarded and shall not be entitled to receive notices or other documents from the Company.

32.3 Members resident abroad: A member who (having no registered address within the United Kingdom) has not supplied to the Company a postal address within the United Kingdom for the service of notices or an Address for the service of notices by Electronic Means, shall not be entitled to receive notices or other documents from the Company.

32.4 Presence at meeting evidence in itself of receipt of notice: A member present either in person or by proxy, at any meeting of the Company or of the holdings of any class of shares shall be deemed to have received notice of the meeting and, where requisite, for the purposes for which it was called.

32.5 Notice given by advertisement in certain circumstances: Any notice to be given by the Company to the members or any of them, and not provided for by or pursuant to the Articles or by the Act, shall be sufficiently given if given by advertisement inserted once in at least one national newspaper published in the United Kingdom.

32.6 When notice deemed served

- 32.6.1 Where a notice or other document is given or sent by post it shall be deemed to have been given or delivered 24 hours after it was posted unless it was sent by second class post in which case it shall be deemed to have been given 48 hours after it was posted. In providing such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, prepaid and posted.
- 32.6.2 A notice given by advertisement shall be deemed to have been given or served on the day on which the advertisement appears.
- 32.6.3 Any notice or other document delivered or left at the registered address or an address for the service of notices otherwise than by post, shall be deemed to have been served or delivered on the day it was so delivered or left.
- 32.6.4 Where a notice or other document is given or sent in Electronic Form it shall be deemed to have been given or delivered:
- (i) If by Electronic Means, at the expiration of 48 hours from the time it was sent to an Address supplied by the member for that purpose. In proving such service it shall be sufficient to prove that the notice or document was sent in accordance with the ICSA Guidelines; or
 - (ii) where that notice or other document is in electronic format (such as CD-ROM) and sent by post, 24 hours after it was posted unless it was sent by second class post in which case it shall be deemed to have been given 48 hours after it was posted. In proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, prepaid and posted.
- 32.6.5 Where a notice or other document to be given or sent using Electronic Means has failed to be transmitted after three attempts made in accordance with the ICSA Guidelines then, that notice or other document shall nevertheless be deemed to have been sent for the purposes of Article 32.6.4(i) and without prejudice to Article 32.8, that failure shall not invalidate any meeting or other proceeding to which the notice or document relates. As soon as practicable and in any event within 48 hours of the original attempt a duplicate of the relevant notice or other document shall be sent through the post to the member to his last known address for the service of notices.
- 32.6.6 A notice or document given or sent to a member by making it available on a website shall be deemed to have been given or sent when the material was first made available on the website, or if later, when notice of availability of the document was deemed to have been given or sent in accordance with Article 32.6.1 or Articles 32.6.3 – 32.6.4.

32.7 Manner of giving notice of General Meetings

- 32.7.1 Notice of every General Meeting shall, subject to those provisions of the Articles, be given in any manner authorised in the Articles to:

- (i) every member entitled to notice under Articles 32.1 to 32.3;
- (ii) all persons entitled to a share in consequence of death or bankruptcy of a member in accordance with Article 32.9;
- (iii) the auditors for the time being of the Company; and
- (iv) the directors of the Company.

32.7.2 No other person shall be entitled to receive notices of General Meetings.

32.8 Omission or non-receipt of notice: The accidental failure to send any notice or other document to or the non-receipt of any notice or other document by any person entitled to any notice of, or other document relating to, any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

32.9 Service of notice on person entitled by transmission: A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the directors may reasonably require to show his title to the share, and upon supplying also an address within the United Kingdom for the service of notices and, if he wishes, an Address for the service and delivery of Electronic Communications, shall be entitled to have serviced upon or delivered to him at such address any notice or document to which the member (but for his death or bankruptcy) would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent to a member in accordance with the 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 or delivered in respect of any share registered in the name of such member as sole or first-named joint holder.

32.10 Notice when post not available: If at any time by reason of the suspension or curtailment of postal service within the United Kingdom the Company desires to but is unable effectively to convene a General Meeting by notices sent through the post then, notwithstanding the availability of any other method of giving or delivering notices under Article 32.6, a General Meeting may be convened by a notice advertised on the same date in at least one national newspaper published in the United Kingdom and such notice shall be deemed to have been duly served on all members entitled thereto on whom the Company would otherwise have served the relevant notice by post at noon on the day on which the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post to all members on whom it would otherwise have served the original notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

32.11 Power to stop sending notice to untraced shareholders: If on three consecutive occasions notices have been sent in either or a combination of the following circumstances:

- 32.11.1 through the post to any member at his registered address or his address for the service of notices but have been returned undelivered; or
- 32.11.2 using Electronic Means to any member at the Address supplied by the member for that purpose but have failed to be transmitted and any

duplicate notices sent through the post pursuant to Article 32.6 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 in writing to the Office a new registered address or address within the United Kingdom for the service of notices or, an Address to which notices may be sent by Electronic Means.

33 Indemnity

- 33.1 Subject to the provisions of the Act but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.
- 33.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

34 Limited Liability

- 34.1 The liability of the Company is limited.