

FISONS PLC

("the Company")

WRITTEN RESOLUTIONS



We, the undersigned, being all the Members of the Company who (at the date of these Written Resolutions) would be regarded for the purposes of section 381A of the Companies Act 1985 (the "Act") as entitled to attend and vote at a General Meeting of the Company, hereby agree pursuant to such section to the following Resolutions (which would otherwise be required to be passed, in the case of Resolutions 1 and 5 as Special Resolutions and in the case of Resolutions 2, 3 and 4 as Ordinary Resolutions):-

1. Alteration to Articles of Association

That the amendments to the Articles of Association of the Company noted in and the additional regulations contained in the document attached hereto and for the purpose of identification signed by each of us be and the same are hereby respectively approved and adopted as additional regulations of the Articles of Association of the Company to be added after the last regulation of the existing Articles of Association of the Company.

2. Creation and issue of new Ordinary Shares of US\$0.0001 each

That the authorised share capital be increased by the creation of 693,815,113 new Ordinary Shares of US\$0.0001 each in the capital of the Company.

3. Bonus issue

That the Directors be and are hereby authorised in accordance with Article 131 of the Articles of Association of the Company to appropriate the sterling equivalent (determined by the Directors) of US\$69,382 for distribution to the holders of Ordinary Shares of £0.25 each in the capital of the Company on the Register at the effective date of this Resolution in proportion to the number of issued Ordinary Shares of £0.25 each then held by such holders respectively and to apply such sum on behalf of such shareholders by way of bonus issue in paying up in full all of the 693,815,113 new Ordinary Shares of US\$0.0001 each in the capital of the Company, such shares to be allotted and issued, credited as fully paid up, to and amongst such shareholders in the number of one new Ordinary Share of US\$0.0001 for every one existing Ordinary Share of £0.25 so held by them respectively on such date provided that this authority shall be conditional upon the passing of the following Resolution and shall expire on the fifth anniversary hereof.

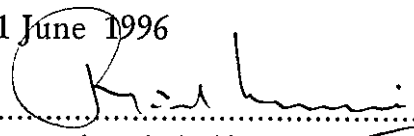
4. Allotment authority

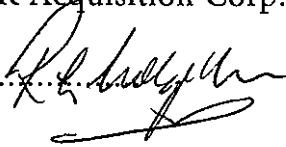
That the Directors be and they are hereby generally and unconditionally authorised, in accordance with section 80 of the Act, to exercise all the powers of the Company to allot relevant securities (as defined in sub-section (2) of the said section 80) of the Company up to an aggregate nominal amount of US\$69,382 provided that this authority shall expire on the fifth anniversary hereof save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired. This authority shall be in addition to all previous authorities conferred upon the Directors pursuant to the said section 80.

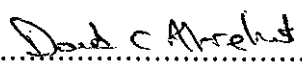
5. Reclassification and variation of rights attaching to the existing Ordinary Shares

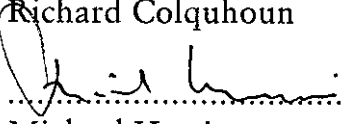
That subject to the Directors issuing 693,815,113 new Ordinary Shares of US\$0.0001 pursuant to Resolutions 3 and 4 the existing Ordinary Shares of £0.25 each in the capital of the Company be and are hereby re-classified as Deferred Shares having the rights and obligations attributed to that class of shares in the Articles of Association as amended pursuant to Resolution 1 above and that the rights and obligations of such Shares immediately prior to the passing of this Written Resolution be and are hereby cancelled and extinguished.

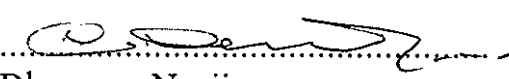
21 June 1996


..... M. HARRIS
For and on behalf of RPR Acquisition Corp.


.....
David Abrehart


.....
Richard Colquhoun


.....
Michael Harris


.....
Dhanvant Nagji

THIS IS THE ANNEXURE REFERRED TO IN THE WRITTEN
RESOLUTIONS OF THE MEMBERS OF FISIONS PLC
DATED 21 JUNE 1996

AMENDMENTS TO THE EXISTING ARTICLES OF ASSOCIATION
OF FISIONS PLC

SHARE WARRANTS TO BEARER

- “23 (a) Subject to the provisions hereinafter contained the Company may issue Share Warrants with respect to any Shares which are fully paid up upon a request in writing by the person registered as the holder of such Shares. The request shall be in such form as the Directors shall from time to time treat as appropriate.
- (b) Before the issue of a Share Warrant, the Share Certificate (if any) for the Shares intended to be included in it shall be delivered up to the Directors.
- (c) Share Warrants shall be issued under the seal or, if the Directors so resolve, in such other manner having the same effect as if issued under the seal of the Company, and shall state that the bearer is entitled to the Shares therein specified.
- (d) The bearer for the time being of a Share Warrant shall, subject to these Articles, be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the register as the holder of the Shares specified in such Share Warrant.
- (e) The Shares included in any Share Warrant shall be transferred by delivery of the Share Warrant without any written transfer and without registration, and the provisions in these Articles with respect to the transfer and transmission of and to the lien of the Company on Shares shall not apply to Shares so included.
- (f) No person shall as bearer of a Share Warrant be entitled to attend or vote or exercise in respect thereof any of the rights of a member at any General Meeting of the Company or sign any requisition for or give notice of intention to submit a resolution to a Meeting, or to sign any written resolution of the Company unless three days at least (or such lesser period as the Directors shall specify) before the day appointed for the Meeting in

the first case, and unless before the requisition or notice is left at the registered office, in the second case, or before he signs the written resolution in the third case, he shall have deposited the Share Warrant in respect of which he claims to act, attend or vote as aforesaid at the registered office for the time being of the Company or such other place as the Directors appoint, together with a statement in writing of his name and address, and if so deposited the Share Warrant shall remain so deposited until after the Meeting or any adjournment thereof shall have been held or, in the case of a written resolution, the same shall have been signed.

Not more than one name shall be received as that of the holder of a Share Warrant.

- (g) There shall be delivered to the person so depositing a Share Warrant a certificate stating his name and address and describing the Shares represented by the Share Warrant so deposited by him or confirmed by the letter as being the Share Warrant to which he is entitled, and such certificate shall entitle him, or his proxy duly appointed, to attend and vote at any general meeting or to sign any written resolution in the same way as if he (or such person) were the registered holder of the Shares specified in the certificate. Upon delivery up of the said certificate to the Company, the Share Warrant in respect whereof it shall have been given shall be returned if deposited with the Company.
- (h) No person as bearer of any Share Warrant shall be entitled to exercise any of the rights of a member (save as hereinbefore expressly provided in respect of general meetings) without producing such Share Warrant and stating his name and address, and (if and when the Directors so require) permitting an endorsement to be made (or procuring to the reasonable satisfaction of the Directors that such endorsement be made) thereon of the fact, date, purpose and consequence of its production.
- (i) The Directors shall provide as from time to time they shall think fit for the issue to the bearers for the time being of Share Warrants (or to such person and for so long as such bearer may direct from time to time in writing) at the address stated on the Warrant Certificate at the date of its issue (unless the Company is notified of any change in accordance with the statement contained thereon and in accordance with the Memorandum and Articles of Association of the Company) of coupons payable to bearer providing for the payment of the dividends upon and in respect of the Shares represented by the Share Warrants. Every such coupon shall be distinguished by the number of the Share Warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that Share Warrant.

- (j) Upon any dividend being declared to be payable upon the Shares specified in any Share Warrant, the Directors shall give notice to the holder of the Warrant at the address stated on the Warrant Certificate at the date of its issue (unless the Company is notified of any change in accordance with the statement contained thereon and in accordance with the Memorandum and Articles of Association of the Company) stating the date of payment, and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive upon so delivering it up as the Directors shall from time to time direct the dividend payable on the Shares specified in the Share Warrant to which the said coupon shall belong, according to the notice which shall have been so given.
- (k) The Company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment of such amount of dividend on the Share Warrant whereto the said coupon shall belong as shall have been as aforesaid declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the Company accordingly.
- (l) If any Share Warrant or coupon be worn out or defaced, the Directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any Share Warrant or coupon be lost or destroyed, the Directors may, upon the loss or destruction being established to their satisfaction, and upon such indemnity being given to the Company as they shall think adequate, issue a new one in its stead. In case of loss or destruction the bearer to whom such new Warrant or coupon is issued shall also bear and pay to the Company all reasonable expenses incidental to the investigation by the Company of evidence of such loss or destruction and to such indemnity.
- (m) If the bearer of any Share Warrant shall surrender it together with all coupons belonging thereto for cancellation and shall lodge therewith at the registered office for the time being of the Company a Declaration in writing, signed by him, in such form and authenticated in such manner as the Directors shall from time to time direct, requesting to be registered as a member in respect of the Shares specified in such Warrant, and stating in such Declaration his name and address, he shall be entitled to have his name entered as a registered member of the Company in respect of the Shares specified in the Warrant so surrendered, but the Company shall not be responsible for any loss incurred by any person by reason of the Company entering in the Register upon the surrender of a Warrant the name of any person not the true and lawful owner of the Warrant surrendered.

24. A notice may be given by the Company to the holder of a Share Warrant to the address supplied by him by notice in writing to the Company from time to time for the giving of notice to him. Any notice to the Company supplying a new address for the giving of notices by the Company shall be accompanied by the Share Warrant which shall be cancelled and a new Share Warrant shall be issued having endorsed thereon the address to which future notices by the Company to the holder of the Share Warrant may be given.
25. The Directors may from time to time require any holder of a Share Warrant who gives, or has given, an address at which notices may be served on him, to produce his Share Warrant and to satisfy them that he is, or is still, the holder of the Share Warrant in respect of which he gives or gave the address.
26. Any Notice required to be given by the Company to the Members, or any of them, and not expressly provided for by these Articles, or any Notice which cannot be served in the manner so provided, shall be sufficiently given by advertising the same once in the London Gazette.

DEFERRED SHARES

27. Income and Capital

- (a) Save as provided in paragraph (b) below, the holders of Deferred Shares shall not be entitled to any participation in the profits or the assets of the Company.
- (b) The holders of Deferred Shares shall only be entitled to participate in the assets of the Company after the holders of every other class of shares in the capital of the Company shall have received on a return of assets on liquidation or otherwise the sum of £1000 million in respect of each share (other than Deferred Shares) held by them.

28. Voting

None of the Deferred Shares shall carry any right to receive notice of or attend and vote at any general meeting of the Company.

29. Repurchase

Notwithstanding any other provision of these Articles, the Company shall have the power and authority at any time to purchase all or any of the Deferred Shares for an aggregate consideration of £1 which shall be applied for the benefit of the Company."

The Companies Act 1985

Company Limited by Shares

CONSOLIDATED MEMORANDUM AND AMENDED ARTICLES OF ASSOCIATION

Of

FISONS PLC

Registered Number: 44687

Adopted by Special Resolution passed on 17 June 1996

Amended by Special Resolution passed on 21 June 1996

SIMMONS & SIMMONS

21 Wilson Street London EC2M 2TX
Tel: 0171-628 2020 / 528 9292 Fax: 0171-628 2070 DX Box No 12

CONTENTS

| | |
|---|----|
| MEMORANDUM OF ASSOCIATION | 1 |
| 1. Name | 1 |
| 2. Public Company | 1 |
| 3. Registered Office | 1 |
| 4. Objects | 1 |
| 5. Members' Liability | 6 |
| 6. Share Capital | 6 |
| ARTICLES OF ASSOCIATION | 10 |
| 1. Table A | 10 |
| 2. Interpretation | 10 |
| 3. Share Capital | 10 |
| 4. Variation of Rights | 10 |
| 5. Unissued share capital | 11 |
| 6. Share Certificates | 12 |
| 7. Transfers of shares | 12 |
| 8. Notice of general meetings | 12 |
| 9. Proceedings at general meetings | 12 |
| 10. Votes of members | 13 |
| 11. Alternate directors | 13 |
| 12. Delegation of directors' powers | 13 |
| 13. Appointment and retirement of directors | 14 |
| 14. Gratuities and Pensions | 14 |

| | | |
|--------|---------------------------------|----|
| 15. | Remuneration of Directors | 14 |
| 16. | Proceedings of directors | 15 |
| 17. | Age of Directors | 17 |
| 18. | The seal | 18 |
| 19. | Dividends | 18 |
| 20. | Notices | 19 |
| 21. | Winding up | 19 |
| 22. | Indemnity | 20 |
| 23-26. | Share Warrants to Bearer | 20 |
| 27-29. | Deferred Shares | 23 |

MEMORANDUM OF ASSOCIATION

1. Name

1.1 The Company's name is "Edward Packard & Co, Limited".

On 27 August 1920, the name of the Company was changed to "Packards, & Fisons (Thetford) Limited".

On 16 November 1920, the name of the Company was changed to "Packards & James Fison (Thetford) Limited".

On 7 August 1929, the name of the Company was changed to "Fison, Packard & Prentice, Limited".

On 30 September 1942, the name of the Company was changed to "Fisons Limited".

On 1 March 1982, the name of the Company was re-registered as a public company and its name was changed to "Fisons PLC".

2. Public Company

2.1 The Company is to be a public company.

3. Registered Office

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

4. Objects

4.1 The objects for which the Company is established are:-

- (A) To carry on business as general traders, whether on its own account or through subsidiary or associated companies, corporations, firms, associations or other bodies or otherwise, and to buy, sell, supply, refine, convert, process, manufacture, grow, import, export and deal in materials, goods, merchandise, provisions, commodities, property and services of whatsoever nature and in all fields.
- (B) To carry on business as manufacturers, processors, sellers and distributors of and dealers in all kinds of medical pharmaceutical, chemical and food preparations and surgical appliances and medical equipment suitable or deemed to be suitable for human, veterinary, animal or other use or consumption and research and development in connection therewith; in particular products and materials including medicines, drugs, nutritional and dietary products and preparations, herbs, combinations and

foodstuffs, beverages, slimming preparations, hair preparations, dyes, colorants, toilet requisites, cosmetics, perfumes, flavours, fragrances, soaps, detergents, solvents, animal extracts, foods, food extracts, beverages, mineral waters, cordials, wines, liquors or any combination thereof and all other substances, liquids or preparations suitable or deemed to be suitable therefor and all materials used or required in connection with the manufacture, processing, sale or distribution thereof and generally to carry on the business of wholesale, retail, manufacturing and dispensing chemists and druggists together with all or any trades or businesses usually carried on in connection therewith.

- (C) To carry on all or any of the businesses of manufacturers, distributors, installers, importers and exporters of, and dealers in, all kinds of scientific, laboratory, chemical, physical, biological, bacteriological, metallurgical, electrical, electronic, technological, research, surgical, medical, therapeutic, diagnostic, optical and photographic instruments, appliances, equipment, furniture, apparatus, glassware, specimens, materials, clothing, safety, audio-visual and teaching aids and any similar goods or products whether for wholesale or retail use or otherwise together with all kinds of accessories and consultancy services therefor and of suppliers of product servicing and repair activities and of engineering contractors and suppliers, publishers, booksellers and package makers and dealers.
- (D) To carry on the business of manufacturers, processors and distributors of, and dealers in, agrochemicals (including pesticides, herbicides, insecticides, molluscicides, acaricides, fungicides, plant growth regulants, dips, sprays, vermifuges, medicines and any other chemicals or substances applied to or for use on or in connection with soils and all growing things including crops, grasses, plants and trees), fertilizers primarily for use by amateur or professional horticulturists, chemicals and chemical products for agricultural, horticultural industrial or scientific use, acids, alkalis, salts and other chemical elements, substances or products of all kinds, whether of animal, mineral or vegetable or other origin, and for any use, peats, manures, composts, plant growing media, machines, tools, equipment and materials for indoor gardening, agricultural, horticultural, recreational and educational use, and all goods, material substances and equipment capable of being used in any such business as aforesaid and to carry out research in connection with any such products, goods, material substances, equipment and businesses and to carry on the business of propagators, growers and distributors of and dealers in nursery stock, pot plants, grasses, shrubs, trees and other plants and growing things generally, and seeds, seedlings and cuttings thereof.
- (E) To carry on any or all of the businesses of a holding, management and services company in all its branches, and to subscribe, underwrite, purchase, exchange or otherwise acquire, and to hold, dispose of, and deal

with, any shares, stocks, debentures, bonds, obligations or other securities or investments (and any options or rights in respect thereof) of and in any corporations, companies, associations, firms or other bodies and generally to co-ordinate the policy and administration of any companies, corporations or undertakings in which the Company is a member or participant or which are controlled by or associated with the Company in any manner, to assist financially any such companies, corporations or undertakings and to provide for them administrative, executive, managerial, secretarial and accountancy services or staff, office accommodation or social or welfare services and facilities, to act as secretaries, directors, registrars, managers and agents thereof and to do anything which might promote the efficiency and profitability of the businesses carried on by any such companies, corporations or undertakings.

- (F) To carry on any other trade or business of any nature whatsoever which may seem to the Directors to be capable of being carried on in connection or conjunction with or ancillary to any business of the Company hereinbefore or hereinafter authorised, or as being conducive to the attainment of its objects, or calculated directly or indirectly to render profitable or more profitable or to enhance the value of any of the Company's property or assets or to utilise its know-how or expertise.
- (G) To draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, promissory notes, and other negotiable or transferable instruments or securities and to buy and sell foreign exchange.
- (H) To purchase, or otherwise acquire for any estate or interest any property or assets or any concessions, licences, grants, patents, trade marks, copyrights or other exclusive or non-exclusive rights of any kind and to develop, manage and turn to account and deal with the same in such manner as may be thought fit and to make experiments and tests and to carry on all kinds of research and consultancy work, and feasibility studies, surveys and financial and other assessments in all fields.
- (I) To build, construct, equip, execute, carry out, improve, work, develop, administer, maintain, manage or control works, plants, factories, wharves, jetties, roads, railways, warehouses, depots, offices and other buildings, structures or facilities of all kinds, whether for the purposes of the Company or for sale, letting or hire to or in return for any consideration from any company, firm or person, and to contribute to or assist in or carry out any part of any such operation.

- (J) To amalgamate or enter into partnership or any joint venture or profit-sharing arrangement or other association with any company, firm or person.
- (K) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any company, firm or person carrying on any business which the Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.
- (L) To undertake and carry on any kind of assurance and insurance business.
- (M) To promote, or join in the promotion of, any company, whether or not having objects similar to those of the Company.
- (N) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue of debentures, debenture stock or other securities of any description.
- (O) To advance, lend or deposit money or give credit to or with any company, firm or person on such terms as may be thought fit and with or without security.
- (P) To guarantee or give indemnities or provide security, whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, or by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, firm or company including (without limiting the generality of the foregoing) any company which is for the time being a holding company of the Company or another subsidiary of any such holding company or is associated with the Company in business.
- (Q) To issue any securities which the Company has power to issue for any other purpose by way of security or indemnity or in satisfaction of any liability undertaken or agreed to be undertaken by the Company.
- (R) To search for, mine, get, win, work, raise, make marketable and use, sell and dispose of any raw materials, peat and all other minerals and substances.

- (S) To sell, lease, grant licences, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for shares or other securities, whether fully or partly paid up.
- (T) To procure the registration or incorporation of the Company in or under the laws of any territory outside England.
- (U) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any purpose which may be considered likely directly or indirectly to further the interests of the Company, its members or its employees.
- (V) To establish and maintain or contribute to or act as trustee of any pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any individuals who are or were at any time in the employment or service of the Company or of any company which is its holding company or is a subsidiary of the Company or any such holding company or otherwise is allied to or associated with the Company, or who are or were at any time directors or officers of the Company or of any such other company, and the spouses, widows, widowers, families and dependants of any such individuals; to establish and subsidise or subscribe to any institutions, associations, clubs or funds which may be considered likely to benefit any such persons or to further the interests of the Company or of any such other company; and to make payments for or towards the insurance of any such persons.
- (W) To establish and maintain, and to contribute to, any scheme for encouraging or facilitating the holding of shares or debentures in the Company by or for the benefit of its employees or former employees, or those of its subsidiary or holding company or subsidiary of its holding company, or by or for the benefit of such other persons as may for the time being be permitted by law, or any scheme for sharing profits with its employees or those of its subsidiary and/or associated companies, and (so far as for the time being permitted by law) to lend money to the Company's employees (other than directors) with a view to enabling them to acquire shares in the Company or its holding company.
- (X) To apply for, promote and obtain any Act of Parliament, Provisional Order or Licence of any Ministry or other authority, for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications

which may seem calculated directly or indirectly to prejudice the Company's interests.

- (Y) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, corporation, company or person, any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (Z) To distribute among members of the Company in specie or otherwise by way of dividend or bonus or by way of reduction of capital all or any of the property or assets of the Company or any proceeds of sale or other disposal of any property or assets of the Company, with and subject to any incident authorised and consent required by law.
- (AA) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subsidiary companies or otherwise, and either alone or in conjunction with others.
- (BB) To do all such other things as may be considered to be incidental or conducive to any of the above objects.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this Clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraph or the order in which the same occur or the name of the Company.

5. Members' Liability

5.1 The liability of the Members is limited.

6. Share Capital

6.1 The capital of the Company's is £100,000 divided into 10,000 shares of £10 each*. The capital of the Company as existing from time to time may be divided into different classes so that the different classes may have and be subject to such preferences or restrictions, and be held on such terms as may be prescribed by the regulations of the Company.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the capital of the Company set opposite our respective names.

| Names and Addresses and Descriptions of Subscribers | Number of shares taken by each Subscriber |
|--|---|
| EDWARD PACKARD, J.P., Pembridge House Ipswich | One Share |
| EDWARD PACKARD, Jr., J.P., Grove House Bramford | One Share |
| H. W. PACKARD, Merchant, Crane Hall Ipswich | One Share |
| OSBOURNE B. PACKARD, Depden Rectory Bury St. Edmunds <i>Clerk in Orders</i> | One Share |
| ALICE E. PACKARD, Pembridge House Ipswich <i>Spinster</i> | One Share |
| H. N. PACKARD, Lt., R.A., Crane Hall Ipswich | One Share |
| E. T. PACKARD, 2 Garden Court Temple London EC <i>Barrister at Law</i> | One Share |
| | |
| Total shares taken: | 8 |

Dated 17 July 1895

Witness to the above signatures:

CHAS CHESTON
Solicitor
1, Gt Winchester Street
London

**Note:*

The following changes to the Company's capital have taken place:-

| <i>Date</i> | <i>Authority</i> | <i>Nature of Change</i> | <i>Shares Created/Sub-divided/Cancelled</i> |
|-------------------|--|--|---|
| 8 July 1920 | Special Resolution (Confirmed 23 July 1920) | Capital Increase of £80,000 | 8,000 Shares of £10 each |
| 15 July 1929 | Special Resolution (Confirmed 30 July 1929) | (a) Sub-division | The whole of the existing capital was sub-divided into 180,000 Shares of £1 each |
| | | (b) Capital Increase of £420,000 | 420,000 Shares of £1 each |
| 15 April 1930 | Special Resolution | Capital Increase of £50,000 | 50,000 Shares of £1 each |
| 11 June 1930 | Special Resolution | Capital Increase of £2,000 | 2,000 Shares of £1 each |
| 15 January 1934 | Special Resolution | Capital Increase of £48,000 | 48,000 Shares of £1 each |
| 21 March 1935 | Special Resolution | Capital Increase of £300,000 | 300,000 Shares of £1 each |
| 16 April 1937 | Ordinary Resolution | Capital Increase of £750,000 | 750,000 Shares of £1 each |
| 12 November 1942 | Ordinary Resolution | Capital Increase of £250,000 | 250,000 Shares of £1 each |
| 21 January 1946 | Special Resolution | Capital Reorganisation and Increase of £5,000,000 | 3,500,000 4½ % Cumulative Preference Shares of £1 and 1,500,000 Ordinary Shares of £1 each |
| 16 September 1949 | Ordinary Resolution | Capital Increase of £1,500,000 | 1,500,000 Ordinary Shares of £1 each |

| <i>Date</i> | <i>Authority</i> | <i>Nature of Change</i> | <i>Shares Created/Sub-divided/Cancelled</i> |
|-------------------|---|-------------------------------------|--|
| 28 July 1954 | Ordinary Resolution | Capital Increase of £6,500,000 | 5,000,000 Ordinary Shares of £1 each and 1,500,000 4 ½ % Cumulative Preference Shares of £1 each |
| 13 February 1959 | Ordinary Resolution | Capital Increase of £5,000,000 | 5,000,000 Ordinary Shares of £1 each |
| 27 November 1959 | Ordinary Resolution | Capital Increase of £5,000,000 | 5,000,000 Ordinary Shares of £1 each |
| 29 November 1965 | Ordinary Resolution | Capital Increase of £7,500,000 | 7,500,000 Ordinary Shares of £1 each |
| 3 March 1969 | Special Resolution | Cancellation and Reissue | £5,000,000 of 4 ½ % Cumulative Preference Stock was cancelled and reissued as £5,000,000 of Ordinary Stock |
| 6 April 1976 | Ordinary Resolution | Capital Increase of £7,500,000 | 7,500,000 Ordinary Shares of £1 each |
| 24 October 1977 | Ordinary Resolution | Capital Increase of £10,000,000 | 10,000,000 Ordinary Shares of £1 each |
| 18 March 1983 | Ordinary Resolution | Capital Increase of £10,000,000 | 10,000,000 Ordinary Shares of £1 each |
| 17 May 1983 | Ordinary Resolution | Reconversion | The whole of the existing Ordinary stock units of £1 each were reconverted into Ordinary shares of £1 each |
| 4 June 1984 | Ordinary Resolution passed on 22 May 1984 | Sub-division | The whole of the existing capital was sub-divided into 240,000,000 shares of 25p each |
| 18 March 1985 | Ordinary Resolution | Capital Increase of £22,000,000 | 88,000,000 Ordinary Shares of 25p each |
| 19 May 1987 | Ordinary Resolution | Capital Increase of £85,000,000 | 340,000,000 Ordinary Shares of 25p each |
| 12 September 1988 | Ordinary Resolution | Capital Increase of £20,000,000 | 80,000,000 Ordinary Shares of 25p each |
| 16 January 1990 | Ordinary Resolution | Capital Increase of £39,000,000 | 156,000,000 Ordinary Shares of 25p each |
| 21 June 1996 | Ordinary Resolution | Capital Increase of US\$69,381.5113 | 693,815,113 Ordinary Shares of US\$0.0001 each |

ARTICLES OF ASSOCIATION

1. Table A

- 1.1 The Regulations in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended at the date of adoption of these Articles ("Table A"), shall except where the same are excluded or varied by or inconsistent with these Articles apply to the Company. No other regulations set out in any statute or statutory instrument concerning companies shall apply as regulations of the Company.

2. Interpretation

- 2.1 In these Articles unless the context otherwise requires:

"these Articles" means these Articles of Association in their present form or as from time to time altered;

the "Companies Acts" means every statute from time to time in force concerning companies insofar as the same applies to the Company;

"Member" means a member of the Company;

every reference in Table A to the "Act" shall be construed as if the reference were to the Companies Acts;

any words or expressions defined in the Companies Act 1985 in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such other part (as the case may be);

where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective, and where an extraordinary resolution is required a special resolution shall also be effective.

3. Share Capital

- 3.1 The share capital of the Company at the date of the adoption of these Articles of Association is £226,000,000 divided into 904,000,000 Ordinary Shares of 25p each.

4. Variation of Rights

- 4.1 Subject to the provisions of the Companies Acts all or any of the rights for time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be

varied or abrogated with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of that class or with a sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. To any such separate general meeting, all the provisions of these Articles as to general meetings (including the proceedings thereat) of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be two or more persons holding or representing by proxy not less than one-third in nominal value of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, that any holders of shares of the class present in person or by proxy may demand a poll and at any general meeting with such holders one holder present in person or by proxy (whatever the number of shares held by him) shall be a quorum and for the purposes of this Article one holder present in person or by proxy may constitute a meeting.

- 4.2 The rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to, or the terms of issue of, such shares, be deemed to be altered by the creation or issue of further shares ranking *pari passu* therewith.

5. Unissued share capital

- 5.1 Subject to the provisions of the Companies Acts and these Articles and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine.
- 5.2 For the purposes of section 80 of the Companies Act 1985, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of £52,546,221.75. This authority shall expire five years from the date of adoption of these Articles but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority that would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired.

- 5.3 Article 5.2 shall not apply to redeemable shares which shall be governed by the provisions of Regulation 3 of Table A.
- 5.4 The Directors may, pursuant to their general authority to allot relevant securities, allot such securities as if section 89(1) of the Companies Act did not apply to any such allotment. This authority shall expire on the expiration of the general authority to allot securities but may be previously revoked or varied by the Company by special resolution in general meeting and may from time to time be renewed by the Company by special resolution in general meeting for as long as any equivalent general authority to allot securities is in force.

6. Share Certificates

- 6.1 All forms of certificate for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates and other like documents) shall be issued under the seal unless the Directors shall resolve, either generally or in any particular case, that such certificate shall not be issued under the seal, whereupon such certificates shall be executed in accordance with Article 18.3, or in such other manner as the Directors shall authorise, and Regulation 6 of Table A shall be varied accordingly.

7. Transfers of shares

- 7.1 The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall not apply.

8. Notice of general meetings

- 8.1 Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, *Provided* that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

9. Proceedings at general meetings

- 9.1 At any general meeting a poll may be demanded by the Chairman or by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.

10. Votes of members

- 10.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall have one vote, and on a poll every Member shall have one vote for each share of which he is the holder. Regulation 54 of Table A shall not apply.
- 10.2 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same and Regulation 60 of Table A shall be varied accordingly
- 10.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company (or at such other place in the United Kingdom as is specified for that purpose in the notice of meeting or any instrument of proxy sent 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 handed to the Chairman of the meeting or adjourned meeting before the commencement of such meeting, and, in default, the instrument of proxy shall not be treated as valid. Regulation 62 of Table A shall not apply.

11. Alternate directors

- 11.1 An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part (if any) of the remuneration otherwise payable to the Director appointing him as such Director may by notice in writing to the Company from time to time direct and Regulation 66 of Table A shall be varied accordingly.

12. Delegation of directors' powers

- 12.1 The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. The Directors may also entrust to and confer upon any Director any of the powers exercisable by them. Any such delegation may be made upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and the Directors may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any such terms, conditions or restrictions, the

proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying. Regulation 72 of Table A shall not apply.

13. Appointment and retirement of directors

- 13.1 Without prejudice to any other provisions of or incorporated in these Articles governing the appointment and removal of Directors, any Member or Members holding a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company may by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Board, or of the Company in general meeting, at any time and from time to time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed.
- 13.2 The Directors and the Company by ordinary resolution shall each 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 addition to the existing Directors. Any Director so appointed shall (subject to Regulation 81 of Table A and to the provisions of the Companies Acts) hold office until he is removed pursuant to these Articles.
- 13.3 Regulations 73 to 80 (inclusive), Regulation 81(e) and the last sentence of Regulation 84 of Table A shall not apply.

14. Gratuities and Pensions

- 14.1 The Directors shall have the power to purchase and maintain insurance, or allow other benefits, including but not limited to gratuities or pensions for, or for the benefit of, any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is a subsidiary of the Company, and or for the benefit of the spouses, widows, widowers, families or dependants of any such persons. Regulation 87 of Table A shall not apply.

15. Remuneration of Directors

- 15.1 The remuneration of the Directors for their services as such (excluding amounts payable to any Director for holding a salaried employment or office in the Company) shall be determined by the Directors and shall be deemed to accrue from day to day, but shall not exceed in aggregate any

such sum as the Company may from time to time determine by ordinary resolution. Regulation 82 of Table A shall not apply.

16. Proceedings of directors

16.1 The Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meetings shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote. A Director may, and the Secretary at the request of a Director shall, at any time call a meeting of the Directors. Notice of any meeting of the Directors may be given by telephone, facsimile or telex. It shall not be necessary to give notice of a meeting of the Directors to any Director for the time being absent from the United Kingdom unless

- (A) he has given to the Company an address, whether within or outside the United Kingdom, at which notices can be served on him, or
- (B) in the opinion of the Secretary or Director calling the meeting it is possible at the time notice is to be given to give him such notice by telephone, facsimile or telex and it will be possible for him to participate in the meeting by telephone or other communication equipment as referred to in Article 16.3 of these Articles.

Meetings may be held in any part of the world.

16.2 The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two. An alternate Director shall, if his appointor is not present, be counted in 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. Any Director who ceases to be a Director at a meeting of the Directors may continue to be present and act as a Director, and be counted in the quorum, until termination of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

16.3 A Director shall be treated as present in person at a meeting of the Directors notwithstanding that he is not physically present at the place where the meeting is held if he is in communication with the meeting by conference telephone or other communication equipment permitting each person physically present at or so in communication with the meeting to hear and be heard by each other such person. Such a Director shall be counted in the quorum of the meeting and shall be entitled to vote thereat.

16.4 Save as otherwise provided by these Articles, a Director shall not vote (nor be counted in the quorum) on any resolution of the Directors in respect of any transaction in which he is materially interested, and if he shall do so his vote shall not be counted. Subject to the provisions of the Companies Acts, and in the absence of some other material interest, this prohibition shall not apply to any of the following matters, namely:

- (A) any transaction for giving to such Director any guarantee, security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its subsidiary undertakings;
- (B) any transaction for the giving by the Company or any of its subsidiary undertakings of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings in respect of which such Director has himself given an indemnity or that he had guaranteed or secured in whole or in part;
- (C) any transaction by such Director to subscribe for shares, debentures or other securities of the Company or any of its subsidiaries issued or to be issued pursuant to any offer or invitation to members or debenture holders of the Company or any class thereof or to the public or any section thereof, or to underwrite or sub-underwrite any such shares, debentures or other securities;
- (D) any transaction in which such Director is interested by virtue of his interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;
- (E) any transaction concerning any other company (not being a company in which such Director owns one per cent or more within the meaning of Article 16.5 below) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;
- (F) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement, death or disability benefits scheme that relates both to Directors and employees of the Company or of any of its subsidiaries and that does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such scheme or fund relates;

- (G) any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors of the Company, provided that for the purposes of this sub-paragraph insurance shall mean only insurance which the Company is empowered to purchase and/or maintain for or for the benefit of a Director or any group of persons consisting of or including Directors of the Company pursuant to Article 22.
- (H) any arrangement for the benefit of employees of the Company or of any of its subsidiaries under which the Director benefits in a similar manner to the employees and that does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such arrangement relates.

16.5 A company shall be deemed to be a company in which a Director owns one per cent or more if and so long as (but only if and so long as) the Director together with any person connected with him within the meaning of the Companies Acts (a "connected person") is (either directly or indirectly) the holder of or beneficially interested in one per cent or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For the purpose of this paragraph there shall be disregarded any shares held by a Director or connected person as bare or custodian trustee and in which the interest of the Director or connected person is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or connected person is interested only as a unit holder.

16.6 Regulations 88-89 (inclusive) and 94-98 (inclusive) of Table A shall not apply.

17. Age of Directors

17.1 No person shall be disqualified from being appointed a Director and no Director shall be required to vacate that office by reason only of the fact that he has attained the age of 70 years, or any other age. It shall not be necessary to give special notice under the Companies Acts of any resolution appointing or approving the appointment of a Director by reason only of his age. Where the Directors convene any general meeting of the Company at which a Director will be proposed for appointment who has, at the date of such meeting, attained the age of 70 years or more the Directors shall not be required to give notice of his having attained such age in the notice convening the meeting or any document sent therewith.

18. The seal

- 18.1 The Company may exercise all the powers conferred by the Companies Acts with regard to having any official seal, or otherwise in relation to the execution of documents by the Company, and such powers shall be vested in the Directors. Any document to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine and unless otherwise so determined shall be signed by a Director and by the Secretary or a second Director. Any document to which an official seal is affixed or which is otherwise executed by the Company shall be delivered at such time, and in such manner, as the Directors may from time to time determine, and shall not be deemed to be delivered by the Company solely as a result of having been executed by the Company. Regulation 101 of Table A shall not apply.
- 18.2 The Directors may resolve that the Company shall not have a seal.
- 18.3 Where the Companies Acts so permit, any instrument or document signed by one Director and Secretary or by two Directors and expressed (using any form of words) to be executed by the Company shall have the same effect as if executed under the seal, provided that no instrument or document which makes it clear on its face that it is intended to have effect as a deed shall be so signed without the authority of the Directors or a duly authorised committee thereof. Any such instrument or document to be executed by the Company may have signatures affixed autographically.

19. Dividends

- 19.1 For the purposes of Regulation 104 of Table A no amount paid on a share in advance of calls shall be treated as paid on the share.
- 19.2 The Directors may retain any dividend or other monies payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- 19.3 The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares contained in these Articles entitled to become a member, or which any person is under these provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.
- 19.4 The payment by the Directors of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee thereof.

- 19.5 Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights in respect of such dividend of transferors and transferees of any such shares.

20. Notices

- 20.1 Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post. Regulations 112, 115 and 116 of Table A shall not apply.

21. Winding up

- 21.1 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 an extraordinary resolution and subject to any provision sanctioned in accordance with the provisions of the Companies Acts, divide among the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such values as he deems fair upon any assets to be divided as aforesaid and may 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 the whole or 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 and the Liquidator may make any provision referred to in and sanctioned in accordance with the provisions of the Companies Acts. Regulation 117 of Table A shall not apply.

22. Indemnity

- 22.1 Subject to the provisions of the Companies Acts, the Company may purchase and maintain for any of the Company's Directors, alternate Directors, Auditors, Secretaries and other officers insurance against any liability which by virtue of any rule of law would otherwise attach to any such person in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company and (whether or not any such insurance is effected) every such person shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, that relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the Court. Regulation 118 of Table A shall not apply.

23. Share Warrants to Bearer

- (a) Subject to the provisions hereinafter contained the Company may issue Share Warrants with respect to any Shares which are fully paid up upon a request in writing by the person registered as the holder of such Shares. The request shall be in such form as the Directors shall from time to time treat as appropriate.
- (b) Before the issue of a Share Warrant, the Share Certificate (if any) for the Shares intended to be included in it shall be delivered up to the Directors.
- (c) Share Warrants shall be issued under the seal or, if the Directors so resolve, in such other manner having the same effect as if issued under the seal of the Company, and shall state that the bearer is entitled to the Shares therein specified.

- (d) The bearer for the time being of a Share Warrant shall, subject to these Articles, be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the register as the holder of the Shares specified in such Share Warrant.
- (e) The Shares included in any Share Warrant shall be transferred by delivery of the Share Warrant without any written transfer and without registration, and the provisions in these Articles with respect to the transfer and transmission of and to the lien of the Company on Shares shall not apply to Shares so included.
- (f) No person shall as bearer of a Share Warrant be entitled to attend or vote or exercise in respect thereof any of the rights of a member at any General Meeting of the Company or sign any requisition for or give notice of intention to submit a resolution to a Meeting, or to sign any written resolution of the Company unless three days at least (or such lesser period as the Directors shall specify) before the day appointed for the Meeting in the first case, and unless before the requisition or notice is left at the registered office, in the second case, or before he signs the written resolution in the third case, he shall have deposited the Share Warrant in respect of which he claims to act, attend or vote as aforesaid at the registered office for the time being of the Company or such other place as the Directors appoint, together with a statement in writing of his name and address, and if so deposited the Share Warrant shall remain so deposited until after the Meeting or any adjournment thereof shall have been held or, in the case of a written resolution, the same shall have been signed.

Not more than one name shall be received as that of the holder of a Share Warrant.

- (g) There shall be delivered to the person so depositing a Share Warrant a certificate stating his name and address and describing the Shares represented by the Share Warrant so deposited by him or confirmed by the letter as being the Share Warrant to which he is entitled, and such certificate shall entitle him, or his proxy duly appointed, to attend and vote at any general meeting or to sign any written resolution in the same way as if he (or such person) were the registered holder of the Shares specified in the certificate. Upon delivery up of the said certificate to the Company, the Share Warrant in respect whereof it shall have been given shall be returned if deposited with the Company.
- (h) No person as bearer of any Share Warrant shall be entitled to exercise any of the rights of a member (save as hereinbefore expressly provided in respect of general meetings) without producing such Share Warrant and

stating his name and address, and (if and when the Directors so require) permitting an endorsement to be made (or procuring to the reasonable satisfaction of the Directors that such endorsement be made) thereon of the fact, date, purpose and consequence of its production.

- (i) The Directors shall provide as from time to time they shall think fit for the issue to the bearers for the time being of Share Warrants (or to such person and for so long as such bearer may direct from time to time in writing) at the address stated on the Warrant Certificate at the date of its issue (unless the Company is notified of any change in accordance with the statement contained thereon and in accordance with the Memorandum and Articles of Association of the Company) of coupons payable to bearer providing for the payment of the dividends upon and in respect of the Shares represented by the Share Warrants. Every such coupon shall be distinguished by the number of the Share Warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that Share Warrant.
- (j) Upon any dividend being declared to be payable upon the Shares specified in any Share Warrant, the Directors shall give notice to the holder of the Warrant at the address stated on the Warrant Certificate at the date of its issue (unless the Company is notified of any change in accordance with the statement contained thereon and in accordance with the Memorandum and Articles of Association of the Company) stating the date of payment, and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive upon so delivering it up as the Directors shall from time to time direct the dividend payable on the Shares specified in the Share Warrant to which the said coupon shall belong, according to the notice which shall have been so given.
- (k) The Company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment of such amount of dividend on the Share Warrant whereto the said coupon shall belong as shall have been as aforesaid declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the Company accordingly.
- (l) If any Share Warrant or coupon be worn out or defaced, the Directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any Share Warrant or coupon be lost or destroyed, the Directors may, upon the loss or destruction being established to their satisfaction, and upon such indemnity being given to the Company as they shall think adequate, issue a new one in its stead. In case of loss or

destruction the bearer to whom such new Warrant or coupon is issued shall also bear and pay to the Company all reasonable expenses incidental to the investigation by the Company of evidence of such loss or destruction and to such indemnity.

- (m) If the bearer of any Share Warrant shall surrender it together with all coupons belonging thereto for cancellation and shall lodge therewith at the registered office for the time being of the Company a Declaration in writing, signed by him, in such form and authenticated in such manner as the Directors shall from time to time direct, requesting to be registered as a member in respect of the Shares specified in such Warrant, and stating in such Declaration his name and address, he shall be entitled to have his name entered as a registered member of the Company in respect of the Shares specified in the Warrant so surrendered, but the Company shall not be responsible for any loss incurred by any person by reason of the Company entering in the Register upon the surrender of a Warrant the name of any person not the true and lawful owner of the Warrant surrendered.
- 24. A notice may be given by the Company to the holder of a Share Warrant to the address supplied by him by notice in writing to the Company from time to time for the giving of notice to him. Any notice to the Company supplying a new address for the giving of notices by the Company shall be accompanied by the Share Warrant which shall be cancelled and a new Share Warrant shall be issued having endorsed thereon the address to which future notices by the Company to the holder of the Share Warrant may be given.
- 25. The Directors may from time to time require any holder of a Share Warrant who gives, or has given, an address at which notices may be served on him, to produce his Share Warrant and to satisfy them that he is, or is still, the holder of the Share Warrant in respect of which he gives or gave the address.
- 26. Any Notice required to be given by the Company to the Members, or any of them, and not expressly provided for by these Articles, or any Notice which cannot be served in the manner so provided, shall be sufficiently given by advertising the same once in the London Gazette.

27. Deferred Shares

- (a) Save as provided in paragraph (b) below, the holders of Deferred Shares shall not be entitled to any participation in the profits or the assets of the Company.
- (b) The holders of Deferred Shares shall only be entitled to participate in the assets of the Company after the holders of every other class of shares in the capital of the Company shall have received on a return of assets on

liquidation or otherwise the sum of £1000 million in respect of each share (other than Deferred Shares) held by them.

28. None of the Deferred Shares shall carry any right to receive notice of or attend and vote at any general meeting of the Company.
29. Notwithstanding any other provision of these Articles, the Company shall have the power and authority at any time to purchase all or any of the Deferred Shares for an aggregate consideration of £1 which shall be applied for the benefit of the Company.