

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

Of

Fenwick, Limited ("Company")

Passed on 12 July 2018

The following resolution was duly passed as a special resolution by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

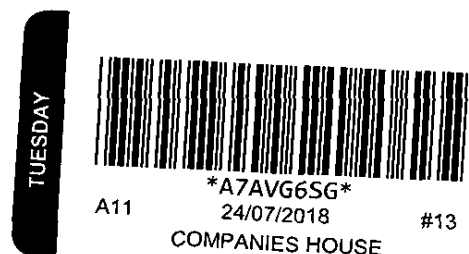
SPECIAL RESOLUTION

THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

Signed.....

Jill Anders

Company secretary



COMPANY NUMBER: 00052411

**ARTICLES OF ASSOCIATION
OF
FENWICK LIMITED**

AMENDED BY SPECIAL RESOLUTION PASSED ON 12 JULY 2018

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The Companies Act 2006
Private Company Limited by Shares

ARTICLES OF ASSOCIATION
OF
FENWICK LIMITED

INTERPRETATION

1. Introduction

No regulations set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company (including Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) and the model articles for private companies limited by Shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229)).

In these articles any reference to any statutory provisions shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof from time to time.

2. Definitions

In these regulations: -

"the Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

"the articles" means the articles of the Company.

"the Company" means Fenwick Limited, company number 00052411.

"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.

"Directors" means a Director or Directors of the Company from time to time.

"executed" includes any mode of execution.

"extraordinary resolution" means in a case of the meeting of the holders of any class of Shares a resolution passed by a majority consisting of not less than three fourths of the votes given on the resolution.

"month" means calendar month.

"office" means the registered office of the Company.

"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.

"Year" means the year from the 1st day of January to 31st day of December, both inclusive.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act.

SHARES

3. Share Capital

- 3.1 The present share capital of the Company at the date of adoption of these Articles is £36,645,000.00 made up as follows:

	<u>Authorised</u>		<u>Issued and fully paid</u>	
	Number	£	Number	£
<u>Equity</u>				
Ordinary Shares of £10 each	44,722	447,220	30,000	300,000
<u>Non-equity</u>				
6% Preference Shares of £10 each	2,500	25,000	2,500	25,000
7.5% 'A' Preference Shares of £10 each	5,000	50,000	5,000	50,000
7.5% Redeemable Management Preference Shares of £1 each at one month's notice	20,000	20,000	2,025	2,025
6.5% Redeemable 'B' Preference Shares of £1 each	102,780	102,780	-	-
10.125% Cumulative Preference Shares of £1 each	6,000,000	6,000,000	6,000,000	6,000,000
8% Preference Shares of £1 each	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>
		<u>36,645,000</u>		<u>36,377,025</u>

- 3.2 The special rights and restrictions attached to and imposed on respectively the Ordinary Shares, the 6% Preference Shares, the 7.5% 'A' Preference Shares, the 7.5% Redeemable Management Preference Shares, the 6.5% Redeemable 'B' Preference Shares, the 10.125% Cumulative Preference Shares and the 8% Preference Shares are as follows:

Income

- 3.3 The Preference Shares shall confer on the holders of the appropriate class a right to a fixed cumulative preferential dividend on the capital for the time being payable in the following order of priority and at the following rates.

- 3.3.1 firstly, in respect of the 6% Preference Shares, 6% per annum;
- 3.3.2 secondly, in respect of the 7.5% 'A' Preference Shares, 7.5% per annum;
- 3.3.3 thirdly, in respect of the 7.5% Redeemable Management Preference Shares, 7.5% per annum;
- 3.3.4 fourthly, in respect of the 6.5% Redeemable 'B' Preference Shares, 6.5% per annum;
- 3.3.5 fifthly, in respect of the 10.125% Cumulative Preference Shares, 10.125% per annum;
- 3.3.6 sixthly, in respect of the 8% Preference Shares, 8% per annum;

- 3.4 The preference dividends shall be paid by two equal instalments in every year in respect of the half years ending on the following dates;

- 3.4.1 firstly, in respect of the 10.125% Cumulative Preference Shares, the 25th day of January and the 25th day of July;
- 3.4.2 secondly, in respect of all other Preference Shares, the 26th day of January and the 26th day of July.

The amount of the instalments of the preference dividends payable shall ipso facto and without any resolution of the Directors or of the Company in General Meeting (and notwithstanding anything contained in these Regulations) become a debt due from and immediately payable by the Company to the holders of the Preference Shares.

- 3.5 In the event that whether by reason of any principle of law or otherwise, the Company is unable to pay in full on the instalment dates in any year or on any other due date any dividend to any of the holders of the Preference Shares which would otherwise require to be paid pursuant to these Regulations then the following provisions shall apply:

- (a) on the due dividend date the Company shall pay to such holders on account of the relevant preferred dividend the maximum sum (if any) which can then consistently with any such principle of law, be properly paid by the Company;
- (b) on every succeeding dividend date the Company shall pay to such holders on account of the balance of the relevant preferred dividend for the time being remaining outstanding and until the relevant preferred dividend shall have been paid in full the

maximum sum (if any) which on each such succeeding dividend date respectively can, consistently with any such principle of law be properly paid by the Company;

- (c) every sum which shall become payable by the Company on any dividend date in accordance with the foregoing provisions of this paragraph shall on that dividend date ipso facto and without any resolution of the Directors or of the Company in General Meeting (and notwithstanding anything contained in the Regulations) become a debt due from and immediately payable to the holders of the Preference Shares.

- 3.6 No dividends shall be declared or paid on the Ordinary Shares in respect of any financial year of the Company unless and until the preference dividends shall have been actually paid in full in respect of that financial year and in respect of all previous financial years of the Company.

Capital

- 3.7 In the event of a winding up of the Company or other return of capital the assets of the Company remaining after payment of its debts and liabilities and of the costs charges and expenses of such winding up, shall be applied in the following manner and order of priority.

- 3.7.1 firstly, and in priority to the other issued Shares of the Company to the 6% Preference Shares, the 7.5% 'A' Preference Shares and the 7.5% Redeemable Management Preference Shares the repayment of capital (together with a sum equal to any arrears or deficiencies of the said fixed preferential dividends payable thereon respectively up to the actual date of winding up) but so that such Shares shall not confer any further or other rights to participate in profits and assets. Each of such classes of Shares shall rank as regards capital *pari passu* with the other of them and on a winding-up the capital shall be repaid in full on each such class before payment of any arrears or deficiency of dividend thereon respectively. If on a winding up, the surplus of available assets (after payment in full of the capital on each of such classes of Shares) shall be insufficient to pay all arrears and deficiency of dividends on such Shares in full, the available assets shall be distributed amongst the holders of all such classes of Shares in proportion to the amounts to which they would have been respectively entitled if the available assets had been sufficient to pay such arrears and deficiency in full.

- 3.7.2 Secondly, after satisfaction of the prior rights to the holders of the 6% Preference Shares, 7.5% 'A' Preference Shares and 7.5% Redeemable Management Preference Shares, in the payment in respect of each 10.125% Cumulative Preference Share of the amount paid up or credited as paid up thereon, together with a sum equal to any arrears or deficiency of the fixed dividend thereon to be calculated down to the date of the return of capital and to be payable irrespective of whether or not such dividend has been declared or earned and together also with a premium of the excess (if any and subject to a maximum premium of 10Op) of the market value of each Cumulative Preference Share over the nominal amount paid up or credited as paid thereon, for which purpose 'market value' means (if the Cumulative Preference Shares have been listed on The Stock Exchange through the 6 months immediately preceding the relevant date) a sum equal to the average of the daily 'middle market' of the Cumulative Preference Shares shown by The Stock Exchange Daily Official List during the period of 6 months immediately preceding the relevant date (or that part of the said period during which the said Shares have been so listed) after first deducting

from the said quotation on each day a sum equal to any arrears or accruals of the fixed dividend (whether earned or declared or not) on such share up to that day (but so that, in respect of any day on which such Shares are 'ex' any dividend such dividend shall be treated as if it has been paid). If during the said period the said Shares shall not have been listed on The Stock Exchange, the market value shall be determined by the application of the following formula: -

$$M = \frac{K \times A \times D}{Y}$$

Where :

M is the market value

K is 0.905

A is the amount per Cumulative Preference Share paid up or credited as paid up.

D is 10.125% plus the average, on a daily rate basis, of the associated tax credits applicable during the 6 months immediately preceding the relevant date (or such shorter period as may be appropriate as the said Shares were listed on The Stock Exchange during any part of such 6 months)

Y is the average gross yield of the Financial Times Actuaries Index of Preference Shares during the 6 months immediately preceding the relevant date (or such shorter period as may be appropriate if the said Shares were listed on The Stock Exchange during any part of such 6 months).

- (a) The expression "relevant date" shall mean (in the case for return of assets on a winding up by the Court otherwise then subsequently to the passing of an effecting resolution of the Company in General Meeting for winding up) the date of the presentation of the Petition of Winding Up and (in any other case) the date 30 days before the despatch of the notice convening the General Meeting at which the resolution for winding-up or other resolution giving rise to the return of assets was proposed.
- (b) If the nominal amount of Cumulative Preference Shares shall, by reason of consolidation or sub-division or otherwise, be greater or less than £1 the maximum premium of IOOp per share mentioned in sub-paragraph (a) above shall be increased or reduced proportionately.
- (c) In relation to any Shares which are not fully paid up, the premium payable on a winding-up shall be such proportion of the premium hereinbefore provided as the amount of the capital to be paid on each such Shares bears to the total of the nominal amount paid up on the share.
- (d) If the premium payable as aforesaid shall not be a multiple of 0.1 p per share, it should be adjusted downwards to the nearest multiple of 0.1 p per share.

- (e) The said premium shall be determined as soon as possible after the relevant date by the Auditors to the Company for the time being (the "Auditors") who for such purpose may make such adjustments as they deem appropriate to take account of any consolidation or sub-division or other alteration in share capital during the period mentioned in paragraph (A) of this sub-clause. The determination of the Auditors shall be final and binding on all persons concerned.

3.7.3 Thirdly, after satisfaction of the prior rights of the holders of the 6% Preference Shares, 7.5% 'A' Preference Shares, 7.5% Redeemable Management Preference Shares and the 10.125% Cumulative Preference Shares, the amount paid up or credited as paid up together with a sum equal to any arrears or deficiency of the fixed dividend thereto to the 8% Preference shareholders the sum paid up or credited as fully paid up in respect of Shares of that class.

Redemption

- 3.8 The Company shall subject to provisions of the Companies Act 1985 be entitled to give at any time to the holders of the Redeemable Management Shares not less than one month's notice in writing to redeem at par at any time any of the Redeemable Management Shares for the time being fully paid up and in issue.

Notices and Voting

- 3.9 The 6% Preference Shares, the 7.5% "A" Preference Shares, the 7.5% Redeemable Management Preference Shares and the 8% Preference Shares will not entitle the holders thereof to vote at any General Meeting of the Company.
- 3.10 The 10.125% Cumulative Preference Shares will entitle the holders to receive notice of and to attend General Meetings but not to vote upon any resolution (other than a resolution directly and adversely varying or abrogating any of the special rights attached to such Shares) unless at the date of the notice convening the Meeting at which such resolution is to be proposed, the dividend on such Shares is 6 months in arrear, in which case the holders of the 10.125% Cumulative Preference Shares shall be entitled to attend and vote on any such resolutions proposed.

Further issues of Cumulative Preference Shares

- 3.11 The Company may from time to time create and issue further Cumulative Preference Shares ranking pari passu with the Cumulative Preference Shares provided that the Auditors shall have certified that following such issue the aggregate nominal amount of the Cumulative Preference Shares in issue and of any Shares in issue ranking as to capital in priority thereto or pari passu therewith will not exceed an amount equal to 25% of the adjusted total of capital and reserves as defined in article 53 hereof at the date of the passing of this Resolution. Such further Cumulative Preference Shares may be identical to the Cumulative Preference Shares or may have differing rights as to rate of dividend, premium, or otherwise. Save as aforesaid, except with the consent in writing of the holders of three-fourths of the Cumulative Preference Shares or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of the 10.125% Cumulative Preference Shares, the Company shall not be entitled

to create or issue any Shares ranking as regards income or capital in priority to or *pari passu* with the 10.125% Cumulative Preference Shares.

- 3.12 Except with the consent or sanction of the holders of the 10.125% Cumulative Preference Shares as would be required for a variation of the special rights attaching thereto, no alteration shall be made to the borrowing powers of the Company as exercisable by the Directors and the Company shall not reduce or purchase any of its share capital (other than preference Shares ranking as to repayment of capital in priority to the Cumulative Preference Shares) unless the Auditors shall have certified that immediately following such transaction the same cover would be available as is required for the issue of further Cumulative Preference Shares ranking *pari passu* with the Company with the Cumulative Preference Shares in accordance with the paragraph above.

Variation of Rights

- 3.13 When the capital of the Company is divided into different classes of Shares, the special rights attached to any class may not be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, without the consent in writing of the holders of three-fourths of the issued Shares of that class or without the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class, but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be two persons at least holding or representing by a proxy one-third in nominal amount of the issued Shares of the class unless all the Shares of any class are registered in the name of a single corporate shareholder in which case the quorum shall be one person being the duly authorised representative of such shareholder (but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum) and that the holders of Shares of the class, shall, on a poll, have one vote in respect of every share of the class held by them respectively.

4. Rights or restrictions on Shares

Subject to the provisions of the Act and without prejudice to any rights attached to any existing Shares, any share may be issued with such rights or restrictions as the Directors may think fit in their absolute discretion.

5. Directors' authority to 23rd July 2007 to allot unissued Shares

The Directors are hereby generally unconditionally authorised pursuant to and in accordance with Section 80 of the Companies Act 1985 to exercise for a period of 5 years from the 24th July 2002 all of the powers of the Company to allot the authorised but unissued Shares in the capital of the Company.

6. Dis-application of statutory pre-emption rights

The Directors of the Company be and they are hereby empowered pursuant to Section 95 of the Companies Act 1985 to allot equity securities pursuant to the authority conferred in the preceding Article as if Section 89(i) of the said Act did not apply to any such allotment.

7. Redeemable Shares

Subject to the provisions of the Act, Shares may be issued which are to be redeemed or are to be 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.

8. Commissions

The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provision 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.

9. Trusts not recognised

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.

10. Share certificates

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 of 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.

11. Renewal of share certificates

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.

12. Lien

The Company shall have a first and paramount lien on every 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 regulation. The Company's lien on a share shall extend to any amount payable in respect of it.

13. Enforcement of lien

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.

14. Sale of forfeited Shares

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 to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

15. Proceeds of sale of Shares

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 the sale.

CALLS ON SHARES AND FORFEITURE

16. Sums due on allotment treated as calls

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 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.*

17. Timing of call

A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

18. Joint and several liability on calls

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

19. Interest on calls

If a call remains unpaid after it has become 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.

20. Deemed calls

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.

21. Power to differentiate

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.

22. Notice on unpaid call or instalment

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.

23. Non-compliance with notice

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.

24. Forfeiture for non-compliance

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.

25. Cessation of membership for non-compliance

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.

26. Statutory declaration as to forfeiture

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.

TRANSFER OF SHARES

27. Freedom of transfer of 10.125% Cumulative Preference Shares and 8% Preference Shares

The 10.125% Cumulative Preference Shares and 8% Preference Shares shall be freely transferable and not subject to the following restrictions on transfer.

28. Instrument of transfer

The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof; provided that in the case of a partly paid share the instrument of transfer must also be signed by the transferee.

29. Directors' right of refusal of transfers

The Directors shall refuse to register any transfer of Shares made in contravention of the provisions of this Article but shall not be entitled to refuse to register any transfer of Shares made pursuant to Articles 30-33 below or any transfer to which the consent in writing of all the Members for the time being of the Company is given.

30. Freedom of transfers inter group

Any Member being a corporation may transfer any Shares to another corporation resulting from a reconstruction or amalgamation of such Member or to any subsidiary or any holding Company (as those expressions are defined in Section 736 of the Companies Act 1985) of such Member or to another subsidiary of such holding Company.

31. Freedom of transfer to members, the Company and family

Any Member may during his lifetime transfer or by will bequeath or otherwise dispose of on death any Shares to (any other Member) or the Company or to the husband, wife, widow, widower or any child or children of such Member without being obliged to follow the pre-emption provisions contained herein.

32. Registration of beneficiaries under a will or intestacy

The Directors shall register as a Member or Members the legal personal representatives of a deceased Member where under the provisions of the will or the laws as to intestacy the person beneficially entitled, whether immediately or contingently, to the Shares in respect of which such legal personal representatives are intended to be registered, are persons to whom a transfer may be made under the provisions of Article 31.

33. Restrictions on transfer: Company controlled sales

Subject and without prejudice to the above paragraphs of this Article, the following provisions shall have effect in relation to the transfer and transmission of Shares, namely:

- 33.1 Any Member who desires to sell any legal or beneficial interest in any Shares (in this Article called 'the Vendor') shall give to the Company notice in writing (in this Article called 'a transfer notice') accompanied by the deposit of the relevant Share Certificate of such desire and stating the number of Shares, which the Member desires to sell. A transfer notice may not

relate to more than one class of Shares and it shall not be revocable except with the sanction of the Directors.

- 33.2 A transfer notice shall constitute the Directors the Vendor's agents for the sale in manner provided by this Article of the Shares to which the transfer notice relates at a price to be agreed between the Directors and the Vendor or, in default of agreement within 30 days of the date of the transfer notice, at a price which the Auditors for the time being of the Company shall certify in writing to be in their opinion the fair selling value thereof as between a willing vendor and a willing purchaser and in so certifying the Auditors shall be considered to be acting as experts and not as arbitrators.
- 33.3 If the Auditors are asked to certify the fair selling value as aforesaid, the Directors shall as soon as they receive the Auditors' Certificate furnish a certified copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within seven days of the service upon him of the said certified copy, to cancel the Directors' authority to sell the said Shares. The cost of obtaining the Certificate shall be borne by the Purchasers unless the Vendor shall cancel the Directors' authority as aforesaid in which case the Vendor shall bear such cost. On receipt from the Vendor of a notice of cancellation as aforesaid the relevant Share Certificate shall be returned to the Vendor.
- 33.4 Within seven days after the price shall have been fixed as mentioned in Article 33.2 or after the seven days referred to in 33.3 have expired (as the case may be), the Directors shall give notice to all the Members (other than the Vendor) holding Shares of the same class as the Shares comprised in the transfer notice of the number and price of those Shares, and shall invite each of them to state in writing within twenty-one days after the date of the notice whether he is willing to purchase any and if so what maximum number of the said Shares.
- 33.5 If within the period of twenty-one days mentioned in Article 33.4 Members to whom the notice therein mentioned was given have expressed their willingness to purchase all the Shares comprised in the transfer notice the Directors shall allocate those Shares among those Members so far as may be necessary pro rata to their existing shareholdings, subject to the limitation that no Member shall be under any obligation to purchase more than the maximum number of Shares which he himself has notified as being willing to purchase. As soon as such allocation has been made and provided that such allocation comprises all the Shares to which the transfer notice relates (but not otherwise), the Vendor shall be bound, on payment of the price, to transfer those Shares to the Purchaser or respective Purchasers thereof, and if he shall make default in so doing the Directors shall receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person (who shall be deemed to be the attorney of the Vendor for that purpose) to execute in favour of the Purchaser or respective Purchasers a transfer or transfers of the Shares allocated to him or them and shall enter his or their names in the Register of Members as the holder or holders of those Shares.
- 33.6 If within the period of twenty-one days mentioned in Article 33.6 Members to whom the notice therein mentioned was given shall have expressed their willingness to purchase part only of the Shares comprised in the transfer notice or no such Member shall have expressed his willingness to purchase any of those Shares the Directors shall within seven days after the expiration of that period give notice to all the Members (including the Members referred to in

Article 33.4 but excluding the Vendor) and the provisions of Article 33.4 and 33.5 shall apply mutatis mutandis to every notice given pursuant to this paragraph.

- 33.7 If within the period referred to in any notice pursuant to Article 33.6 the Members shall have expressed their willingness to purchase part only of the Shares comprised in the transfer notice or no Member shall have expressed his willingness to purchase any of those Shares, then for a further period of three months from the expiration of the said period the Vendor shall be entitled to transfer to any person whom he selects all but not part of the Shares to which the transfer notice relates at a price not lower than the price fixed as mentioned in Article 33.2 and on terms not less favourable than those offered in the transfer notice.
- 33.8 If any person (other than an existing shareholder or pursuant to Article 31) shall become entitled to any Shares by reason of the death or bankruptcy of any Member he shall forthwith give to the Company notice in writing to that effect, and if that person shall fail to give such notice the Directors may give the notice on his behalf.
- 33.9 All the foregoing provisions of this Article in relation to a transfer notice and the procedure to be adopted following the service of such a notice shall apply mutatis mutandis to a notice given pursuant to 33.8 above which shall accordingly be deemed to be a transfer notice in respect of all of the Shares to which such person has become entitled provided however that there shall be no right pursuant Article 33.3 to cancel the Directors' authority to sell any of the Shares.
- 33.10 If any Shares to which any person has become entitled on death or bankruptcy of any Member shall not be sold pursuant to Article 33.8, then after the expiration of the period during which such Shares might have been purchased by a Member or Members pursuant thereto such person shall, upon such evidence being produced as may from time to time be required by the Directors, have the right to elect either to be registered himself as the holder of the Shares in question or to have some person nominated by him registered as the transferee thereof, but in either case the Directors shall have the same right to refuse or suspend registration as they would have had in the case of a transfer of the Shares in question by the deceased or bankrupt Member before his death or bankruptcy.

34. Directors' absolute discretion to refuse transfer

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 if in their absolute and uncontrolled discretion they shall think it expedient in the interests of the Company so to do and they shall not be bound to give a reason to such refusal, 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-

- (a) 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;
- (b) it is in respect of only one class of Shares; and
- (c) it is in favour of not more than four transferees.

35. Notice of refusal

If the Directors refuse to register a 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 notice of the refusal.

36. Suspension of registration of transfers

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.

37. No fee for registration

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.

38. Retention of transfer instrument

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.

39. Transmission of Shares

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.

40. Entry of transmission in register

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.

41. Rights of person entitled by transmission

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.

ALTERATION OF SHARE CAPITAL

42. Increased, consolidation, sub-division and cancellation

The Company may by ordinary resolution-

- (a) increase its share capital by new Shares of such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
- (c) 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 others; and
- (d) 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.

43. Fractions

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 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.

44. Reduction of capital

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.

45. Purchase of own Shares

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 of the proceeds of a fresh issue of Shares.

46. Financial assistance

To the extent that the same is permitted by law the Company shall have power to give financial assistance for the purpose of the acquisition of Shares in the Company for the time being and for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition and to give such assistance by means of a gift, loan or guarantee indemnity, the provision of security or otherwise howsoever permitted by law.

47. Conversion of Shares into stock

The Company in General Meeting may convert any fully paid up Shares into stock, and may reconvert such stock into paid up Shares of any denomination.

48. Transfer of stock

The holders of stock may transfer the same or any part in the same manner and subject to the same regulations as and subject to which the Shares from which the stock arose might, previously to conversion have been transferred, or as near thereto as circumstances admit. Provided always that the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid transfers of fractional parts of that minimum with power to waive compliance with such rules upon such occasions as they think fit.

49. Rights of stockholders

The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantage as regards participation in profits voting at meetings of the Company and other matters as if they held the Shares from which the stock arose, but no such privilege or advantage (except participation in profits of the Company or in the assets of the Company on a winding up) shall be conferred by any such aliquot part of stock as would not if existing in Shares, have conferred such privilege or advantage.

50. Regulation of stock

Such were the regulations of the Company as are applicable to paid up Shares shall apply mutatis mutandis to stock.

BORROWING POWERS

51. Borrowing Powers

Subject as may be provided in these Articles, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge this undertaking property and uncalled capital, and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

52. Borrowings subject to consent of 10.125% Cumulative Preference Shareholders

Except with the consent previously obtained by way of an Ordinary Resolution of the Company and consent previously obtained on an Extraordinary Resolution of the holders of the 10.125% Cumulative Preference Shares, the Directors shall not in relation to the Company and its subsidiary companies (if any) cause the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Company and/or any of its subsidiary companies (exclusive of moneys borrowed by the Company from and for the time being owing to any such subsidiary or by any such subsidiary from and for the time being owing to the Company or another such subsidiary) exceed an amount equal to twice the adjusted total of capital and reserves as defined by the following articles.

53. Definition of adjusted total of capital and reserves

The adjusted total of capital and reserves means the aggregate of:

- (a) the amount paid up or credited as paid up on the issues share capital of the Company (for which purpose share capital allotted and fully paid or credited as fully paid shall be treated as issued) and
- (b) the amount standing to the credit of the consolidated capital and revenue reserves (including any share premium account and capital redemption reserve) and the consolidated profit and

loss account of the Company and its subsidiaries, as shown in the latest audited published consolidated balance sheet of the Company and its subsidiaries after

- (i) making such adjustments as may be necessary and appropriate to take account of any variation in the said paid up share capital of the Company or in the said consolidated capital and revenue reserves (including any share premium account or capital redemption reserve fund) or consolidated profit and loss account since the date of such balance sheet or which would result from the transaction contemplated at the time when the adjusted total of capital and reserves is being computed or from any transaction to be carried out contemporaneously therewith;
- (ii) deducting any amount standing to the debit of the said consolidated profit and loss account;
- (iii) deducting any amount for goodwill or any other intangible assets shown as an asset in such balance sheet;
- (iv) excluding any sums set aside for future taxation and any amounts attributable to minority interests in subsidiaries;
- (v) deducting the amount by which any of the assets of the Company or any of its subsidiaries are written up after the 31st January 1963 (or in the case of a body corporate thereafter becoming a subsidiary of the Company after the date on which it becomes a subsidiary of the Company) other than any amount by which all (but not some only) of the land and buildings of the Company and its subsidiaries are written up pursuant to a revaluation by professional valuers of all (but not some only) of such land and buildings;
- (vi) deducting any distributions in cash or specie made paid or declared by the Company after the date of the said consolidated balance sheet out of any of the said consolidated capital or revenue reserves or consolidated profit and loss account and not provided for in such consolidated balance sheet;
- (vii) making such adjustments as may be necessary and appropriate to give effect to the provisions of this Article.

The certificate of the Auditors for the time being of the Company as to the amount of the adjusted total of capital and reserves shall be conclusive.

If at any time all (but not some only) of the land and buildings of the Company and its subsidiaries are revalued by professional valuers and the amount shown by such valuation as the value of all such land and buildings is not written into the accounts of the Company and its subsidiaries, then for the purposes of this Article the following provisions shall apply; -

- (a) the amount shown by such valuation is the value of all such land and buildings (hereinafter called "the revised value") shall be deemed to be inserted in every audited consolidated balance sheet of the Company and its subsidiaries published after the date of such valuation (hereinafter called a "subsequent consolidated balance sheet") in place of the book value of such land and buildings actually shown in the accounts of the Company and its subsidiaries (hereinafter called "the book value");

- (b) The insertion deemed to take place in accordance with sub-paragraph (i) of this Article shall be deemed to remain until such time as the valuation which came rise to the same is superseded by a later valuation whereupon the provisions of this paragraph shall apply to such later valuations;
- (c) Any excess of the revised value over the book value shall be deemed to be added to capital reserve in every subsequent audited consolidated balance sheet;
- (d) Any amount by which the revised value is less than the book value (such amount hereinafter called "the deficiency") shall be deemed to be deducted from the aggregate amount standing to the credit of the consolidated capital and revenue reserves and consolidated profit and loss account of the Company and its subsidiaries as shown in every subsequent consolidated balance sheet and if the deficiency is greater than such aggregate amount, any remaining part of such deficiency shall be deemed to have been placed to the debit of the consolidated profit and loss account of the Company and its subsidiaries as shown in every subsequent consolidated balance sheet.
- (e) For the purpose of this article;
 - (i) the following shall (except insofar as already taken into account) be deemed to constitute borrowing; -
 - (A) the issue of debentures notwithstanding that the same may be issued in whole or in part for a consideration other than cash;
 - (B) the outstanding amount of acceptances (other than acceptances relating to the purchase of goods in the ordinary course of trading) by any bank or acceptance house under any acceptance credit opened on behalf of and in favour of the Company or any of its subsidiaries;
 - (C) the nominal amount of any issues share capital and the principal amount of any borrowed moneys (including in each case any premium payable on final repayment) the repayment of which is guarantee by the Company or by any of its subsidiaries.
 - (ii) Moneys borrowed by the Company or any of its subsidiaries for the purpose of repaying the whole or any part of other borrowed moneys or other indebtedness of the Company or on any such subsidiary for the time being outstanding (including any premium payable on repayment) shall not pending their application for such purpose be deemed to be borrowed moneys provided they are so applied in 6 months of the same being first borrowed;
 - (iii) Any increase in the book value of an asset resulting from its transfer (whether directly or otherwise) by the Company or a subsidiary to a subsidiary to a subsidiary or to the Company shall be deemed to result from a writing up of the book value of such assets.

MEETINGS

54. General Meetings

All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

55. Convening of General Meetings

The Directors may call General Meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition. 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.

56. Notice of General Meeting

An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary 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-

- (a) in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and
- (b) 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 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.

57. Accidental omission of notice

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.

58. Proceedings at General Meetings

No business shall be transacted at any meeting unless a quorum is present. Three 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.

59. Postponement

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.

60. Chairman

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.

61. Choice of Chairman

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.

62. Orderly conduct

The Chairman shall take such action as he thinks fit to promote the orderly conduct of the business of the meeting and the Chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination as to whether any matter is of such a nature.

63. Entitlement to attend and speak

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.

64. Adjournment

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.

VOTING

65. Votes of members

A resolution put to the vote of a 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. Subject to the provisions of the Act, a poll may be demanded-

- (a) by the Chairman; or
- (b) by at least two members having the right to vote at the meeting; or
- (c) 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

- (d) 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.

66. Method of voting

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.

67. Demand for a poll

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.

68. Procedure if poll demanded

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.

69. Chairman's casting vote

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.

70. When poll to be taken

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.

71. Notice of demand

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.

72. Written resolution

A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

73. Class Meetings

The holders of any class of Shares shall have power at any time from time to time and whether before or during liquidation by an extraordinary resolution passed at a meeting of such holders, of which notices specifying an intention to propose such resolution shall have been duly given, to confirm on behalf of all the holders of Shares of the class any agreement between the Company and any person purporting to contract on behalf of that class which consents;

- 73.1 To the issue or creation of any Shares ranking equally with the Shares of the class or having any priority thereto which could not be issued under the powers previously contained without the consent of all the holders of the Shares of the class; or
- 73.2 To the abandonment or alteration of any preference, privileged, priority or special right *whether as regards capital dividends or of any right or voting affecting the class of Shares*, or to the abandonment of any accrued dividend or the reduction at any time or permanently of the dividends payable thereon or to the increase for any time permanently of the dividends payable in respect of Shares entitled to priority as to dividends over Shares of the class; or to the amalgamation into one class of the Shares of any two or more classes, or to the division of Shares into Shares of different classes or to any alteration in these Articles varying or aggregating or putting an end to any rights or privileges attached to Shares of the class;
- 73.3 To any scheme for the deduction of capital prejudicially affecting the class of Shares of compared with any other class and not otherwise authorised by these Articles; or
- 73.4 To any scheme for the distribution of assets in money or kind in or before liquidation or to any contract for the sale of the whole or any part of the Company's undertaking of property determining the manner in which as between the several classes of shareholders the purchase consideration shall be distributed (though such distribution may not be in accordance with legal rights); and
- 73.5 Generally, to any alteration, contract, compromise or arrangement which the person voting thereon could, if sui juris and holding all the Shares of the class, consent to or enter into;

And an agreement so confirmed shall be binding up all the holders of the Shares of that class.

74. Written resolutions of a class of Shares

The consent in writing of the holders of three-fourths of the issues Shares, of the class shall have the same effect as an extraordinary resolution so passed at a meeting.

75. Votes of members

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 (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every £1 in nominal value of the Shares held by him.

76. Votes of joint holders

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.

77. Incapacity of members

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 48 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 exercisable.

78. No right to vote where sums overdue on Shares

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.

79. Objections or errors in voting

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.

80. Personal and proxy votes

On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.

81. Instrument of proxy

An instrument appointing a proxy shall be in writing, 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)

"Fenwick Limited

I/We, _____, of _____,

, being a 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/Extraordinary General Meeting of the Company to be held on 20 , and at any adjournment thereof.

Signed on 20 ."

82. Authority of proxy

Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing 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)

" Fenwick Limited

I/We, , of ,
being a 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/Extraordinary 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 on 20 ."

83. Deposit of proxy

The instrument appointing 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-

- (a) 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 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the secretary or to any Director;

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

84. Validity of proxy

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 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.

DIRECTORS

85. Number of Directors

Unless otherwise determined by ordinary resolution, the number of Directors shall be not less than three and shall be no more than nine.

86. Powers of Directors

Subject to the provisions of the Act, the memorandum, the articles, any agreement in place between the Company and the shareholders from time to time and 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.

87. Delegation of Directors' powers

Subject to the articles the Directors may delegate any of the powers which are conferred to them under the articles to any committee consisting of one or more Directors. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

88. Committees

Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by the Directors. No resolution of a committee shall be effective unless it is approved by a majority of the Directors.

89. Retirement of Directors and re-appointment

In addition to any Director appointed in accordance with Article 92 and whose appointment is to be considered at the annual general meeting, at the annual general meeting held in each year one third (rounded to the lowest whole number) of the Directors shall retire. The Directors to retire shall be the Directors who have been longest in office. As between Directors who have been in office an equal length of time, the Director to retire shall in default of agreement between them be determined by lot. The length of time during which a Director has been in office shall be computed from his/her last election or appointment in cases where he/she has previously vacated office. A retiring Director shall be eligible for immediate re-appointment. If a Director is not re-appointed, such a Director shall retain office until the dissolution of the meeting.

90. Power of the Company to appoint Directors

Subject to these articles and the Act, 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 addition to the existing board but the total number of Directors shall not exceed any maximum number fixed in accordance with the articles.

91. Notice of retirement or re-appointment at annual general meetings

Not less than twenty-one clear days before the date appointed for holding the annual general meeting, notice shall be given to all who are entitled to receive notice of the meeting of all the Directors who are required to retire, which Directors are available for re-appointment and any Directors whose appointment took place in accordance with article 92 and should be considered at the meeting. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors.

92. Directors' powers with regard to vacancies or additional Directors

Subject to these articles, 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 in accordance with this article, 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 re-appointed at such annual general meeting, he/she shall vacate office at the conclusion thereof.

93. Disqualification and removal of Directors

The office of a Director shall be vacated if-

- (a) he/she ceases to be a Director by virtue of any provision of the Act or he/she becomes prohibited by law from being a Director; or
- (b) he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or
- (c) a composition is made with that person's creditors generally in satisfaction of that; or
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or

- (e) he/she resigns his/her office by notice to the Company; or
- (f) he/she shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his/her office be vacated; or
- (g) in the case of an executive Director only, he/she ceases to be employed by the Company; or
- (h) if a majority of his/her co-Directors serve notice on him/her in writing, removing him/her from office.

94. Remuneration of Directors

Directors may undertake any services for the Company that the Directors decide. Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

Subject to the articles, a Director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance, or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

95. Directors' expenses

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors; or
- (b) general meetings; or
- (c) separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

96. Directors' interests

Subject to the provisions of the Act and provided (if these articles so require) that he/she has declared to the Directors in accordance with the provisions of these articles, the nature and extent of his/her interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his/her office, have an interest of the following kind:

- (a) where a Director (or a person connected with him/her) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person connected with him/her) is a Director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person connected with him/her) is a shareholder in the Company or a shareholder in, employee, Director, member or other officer of, or consultant to the Company;
- (d) where a Director (or a person connected with him/her) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- (f) where a Director (or a person connected with him/her or of which he/she is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he/she is a Director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (h) any other interest authorised by ordinary resolution.

For the purposes of this article 96, an interest of which a Director is not aware and of which it is unreasonable to expect him/her to be aware shall not be treated as an interest of his/hers.

In any situation permitted by this article 96 (save as otherwise agreed by him/her) a Director shall not by reason of his/her office be accountable to the Company for any benefit which he/she derives from that situation and no such contract, arrangement or transaction shall be voided on the grounds of any such interest or benefit.

97. Terms and conditions of Board authorisation

Any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("Interested Director") who has proposed that the Directors authorise his interest ("Relevant Interest") pursuant to that section may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:

- (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - (iii) restricting the application of the provisions in articles below, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time.

98. Director's duty of confidentiality to a person other than the Company

Subject to article 99 below, without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this article 98, if a Director, otherwise than by virtue of his position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

99. Limits to Article 98 above

Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, article 98 shall apply only if the conflict arises out of a matter which falls within article 96 or has been authorised under section 175(5)(a) of the Act.

100. Additional steps to be taken by a Director to manage a conflict of interest

Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and/or
- (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

101. Requirements of a Director to declare an interest

Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by article 96 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under article 96(g);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

102. Shareholder approval

Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of articles 96 to articles 101.

For the purposes of this article 102:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director; and
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

The shareholders may at statute rectify breaches in respect of Director duties.

103. Proceedings of Directors

Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.

Notice of any Directors' meeting must indicate—

- (a) its proposed date and time;
- (b) where it is to take place; and

- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

Notice of a Directors' meeting must be given to each Director, but need not be in writing.

Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

104. Quorum for Directors' meeting

The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be five. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- (a) to appoint further Directors; or
- (b) to call a general meeting so as to enable the shareholders to appoint further Directors.

105. Participation by telephone

Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

106. Chairing of Directors' meetings

The Directors may appoint a Director to chair their meetings.

The person so appointed for the time being is known as the chairman.

The Directors may terminate the chairman's appointment at any time.

If the chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

107. Validity of act of Directors

The acts of a person acting as a Director are valid notwithstanding that it is afterward discovered:

- (a) that there was a defect in his/her appointment; or
- (b) that he/she was disqualified from holding office; or
- (c) that he/she had ceased to hold office; or

that he/she was not entitled to vote on the matter in question.

108. Unanimous decisions

A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter.

Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.

References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

109. Secretary

The Company must have a secretary. 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.

110. Minutes

The Company shall keep records comprising:

- (a) minutes of all proceedings at meetings of its Directors;
- (b) copies of all resolutions of members passed otherwise than at general meetings; and
- (c) minutes of all proceedings at general meetings.

111. The Seal

The seal shall only be used by the authority of the Directors or of a committee of 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.

DIVIDENDS

112. Dividends

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.

113. Interim dividends

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 arrears. 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.

114. Apportionment of dividends

Except as otherwise provided by 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 dividend as from a particular date, that share shall rank for dividend accordingly.

115. Settlement of difficulties in distribution

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.

116. Payment procedure

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 or, 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 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.

117. Interest on dividends

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.

118. Forfeiture of dividends

Any dividend which has remained unclaimed for twelve 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.

ACCOUNTS

119. Inspection of accounting records

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.

120. Capitalisation of Profits

The Directors may with the authority of an ordinary resolution of the Company-

- (a) 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;
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by them respectively, or in paying up in full unissued Shares or debentures of the Company of a nominal amount equal to that sum, and allot the Shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued Shares to be allotted to members credited as fully paid;
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of Shares or debentures becoming distributable under this regulation in fractions; and
- (d) 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.

NOTICES

121. Notices generally

Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

122. Service of notices

The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address with the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

123. Deemed service

A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

124. Notices binding

Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.

125. Proof of posting

Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

126. Service of notice on person entitled by transmission

A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

127. Winding Up

If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

128. Directors' indemnity

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out

of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.