

THE COMPANIES ACT 1985
AND THE COMPANIES ACT 1989

COMPANY LIMITED BY SHARES

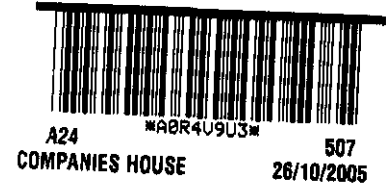
SPECIAL RESOLUTION

of

INVESCO ENGLISH AND INTERNATIONAL TRUST PLC

(the "Company")

Passed 24 October 2005



At an Extraordinary General Meeting of Shareholders duly convened and held on 24 October 2005, the following resolution was duly passed as a special resolution:

SPECIAL RESOLUTION

THAT:

- (A) each and every one of the authorised but unissued ordinary shares of 25p per share in the authorised but unissued capital of the Company be redesignated as a redeemable ordinary of 25p per share ("New Ordinary Shares") each having the rights and privileges, and being subject to the limitations and restrictions, as set out in the new Articles of Association proposed to be adopted by the Company pursuant to paragraph (F) of this resolution (the "New Articles");
- (B) the authorised share capital of the Company be increased from £42,398,001 to £150,890,996.75 by the creation of 33,771,983 New Ordinary Shares of 25p per share, 50,000 management shares of 25p per shares, 100,000,000 'C' Shares of 50p per share and 100,000,000 'C1' Shares of 50p per share, each having the respective rights and privileges, and being subject to the respective limitations and restrictions, as set out in the New Articles;
- (C) in substitution for all existing and unexercised authorities pursuant to section 80 of the Companies Act 1985 (the "Act"), the directors of the Company be generally and unconditionally authorised to exercise all or any powers of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) in the capital of the Company up to a maximum nominal amount of £50,000 in connection with the issue of the Management Shares on the terms set out in the circular to shareholders of the Company dated 27 September 2005 ("the Circular"), provided that pursuant to section 95 of the Act such allotment shall be made other than in accordance with section 89 of the Act and provided further that this authority shall, unless previously varied or revoked by the

Company in general meeting, expire six months from the date of passing of this resolution save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors of the Company may allot relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired;

- (D) subject to the confirmation of the Court, each and every issued ordinary share of 25p in the capital of the Company ("Existing Ordinary Shares") be cancelled and extinguished, with the nominal value thereof being appropriated as capital to and among the holders of the Existing Ordinary Shares appearing on the Register of Members as at close of business on the business day immediately preceding the date on which such cancellation becomes effective, such sum to be applied in paying up New Ordinary Shares (credited as fully paid up) to be issued to such holders on the basis of one New Ordinary Share for every Existing Ordinary Share held by such holders immediately prior to the cancellation of the Existing Ordinary Shares pursuant to this paragraph, and in addition to, and without prejudice to, the authority contained in paragraph (C) of this resolution, the directors of the Company be generally and unconditionally authorised to exercise all or any powers of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) in the capital of the Company up to a maximum nominal amount of £19,590,997 in connection with the issue of the New Ordinary Shares to holders of the Existing Ordinary Shares on the terms set out in the Circular, provided that this authority shall, unless previously varied or revoked by the Company in general meeting, expire six months from the date of passing of this resolution save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors of the Company may allot relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired;
- (E) subject to the confirmation of the Court, the share premium account of the Company be reduced by £50,000,000;
- (F) the New Articles produced to the meeting and initialled by the Chairman for the purpose of identification, be adopted in substitution for, and to the exclusion of, all existing articles of association of the Company;
- (G) in addition to, and without prejudice to, the authorities contained in paragraphs (C) and (D) of this resolution, the directors of the Company be generally and unconditionally authorised in accordance with section 80 of the Act to exercise all powers of the Company to allot relevant securities (as defined in section 80(2) of the Act) up to an aggregate nominal value of £39,181,990, provided that : (a) the maximum number of New Ordinary Shares which may be allotted pursuant to this authority will be 26,121,329; and (b) the maximum number of 'C' Shares and/or 'C'1 Shares which may be allotted pursuant to this authority will be 78,363,980 in aggregate and provided further that the authority shall expire on the earlier of the date falling 15 months after the passing of this resolution and the conclusion of the annual general meeting to be held in 2006 (unless previously revoked, varied or extended by the Company in general meeting), but so that such authority shall allow the Company to make offers or agreements before the expiry of such authority which would or might require relevant securities to be allotted after such expiry and the directors of the Company may allot relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired;
- (H) the directors of the Company be and they are hereby empowered, pursuant to section 95 of the Act, to allot equity securities or make offers or agreements to allot equity securities (as defined in and within the meaning of section 94 of the Act) for cash pursuant to the authority conferred by paragraph (G) of this resolution as if section 89(1) of the Act did not apply to any such allotment provided that: (a) the maximum number of New Ordinary Shares which may be allotted or sold pursuant to this authority will be 3,918,199; and (b) the maximum number

of 'C' Shares and/or 'C1' Shares which may be allotted or sold pursuant to this authority will be 11,754,597 in aggregate, and this power shall expire on the earlier of the date falling 15 months after the passing of this resolution and the conclusion of the annual general meeting to be held in 2006 (unless previously revoked, varied or extended by the Company in general meeting), except that the Company may before such expiry make offers or agreements which would or might require equity securities to be allotted or sold after such expiry; and

(I) in substitution for any prior authorisation and with effect from the Effective Date (as such term is defined in the Circular), the Company be generally and, subject as hereinafter appears, be unconditionally authorised in accordance with Section 166 of the Act to make market purchases (within the meaning of Section 163 of the Act) of New Ordinary Shares provided that:

- (i) the maximum number of New Ordinary Shares hereby authorised to be repurchased shall be 11,754,598;
- (ii) the minimum price which may be paid for a New Ordinary Share shall be 25p;
- (iii) the maximum price (exclusive of expenses) which may be paid for a New Ordinary Share shall not be more than the lower of (a) the amount determined by the rules of the UK Listing Authority at the time of purchase (which currently set a maximum equal to 5 per cent. above the average of the market values of the New Ordinary Shares as derived from the Daily Official List of the London Stock Exchange plc for the 5 business days before the purchase is made or the higher of (i) the price of the last independent trade and (ii) the highest current independent bid at the time of purchase), and (b) the Dealing Value per New Ordinary Share (as such term is defined in the Circular) on a date determined by the directors of the Company being not more than 10 days before the day on which the purchase is made; and
- (iv) unless renewed, the authorities hereby conferred shall expire on the earlier of the date falling 15 months after the passing of this resolution and the conclusion of the annual general meeting to be held in 2006 (unless previously revoked, varied or extended by the Company in general meeting), save that the Company may, prior to such expiry, enter into a contract to repurchase New Ordinary Shares which will or may be completed or executed wholly or partly after such expiry.



Chairman

24 October 2005

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES 036895
MEMORANDUM OF ASSOCIATION
(As modified by the Resolutions referred to below)
OF
INVESCO ENGLISH AND INTERNATIONAL TRUST plc¹

- 1 The name of the Company is "INVESCO English and International Trust plc" .
- 2 The Company is to be a public company.
- 3 The Registered Office of the Company will be situate in England.
- 4 The objects for which the Company is established are :
 - (1) To acquire and hold shares, stocks debentures and debenture stock, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in the British Isles, or in any colony or dependency or possession thereof, or in any foreign country, and debenture stock, bonds obligations and securities issued or guaranteed by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad.
 - (2) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (3) To purchase, take on lease or in exchange, hire or otherwise acquire, any real or personal property or any estate or interest whatsoever, and any rights, privileges or easements over or in respect of any property, and any land, buildings, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, stock-in-trade, live and dead stock, or things which may be necessary, suitable or convenient for the purposes of the Company's business, or which may be used conveniently, or be capable of being dealt with in connection with, or may enhance the value of or render profitable, any of the Company's property, rights or assets .
 - (4) To form, constitute and promote British or foreign companies, syndicates, associations and undertakings of all kinds and to secure by underwriting or otherwise the subscription of any part of the capital of any such company, syndicate, association or undertaking, And to pay any commission, brokerage or other remuneration in connection therewith.
 - (5) To purchase or otherwise acquire and carry on the whole or any part of the business, property, goodwill and assets of, any company carrying on, or proposing to carry on, any business which the Company is authorised to carry on, or which can be conveniently carried on in connection with the same or may seem calculated, directly or indirectly, to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired, to undertake all or any of the liabilities of such company, or to acquire an interest in, amalgamate with or enter into any arrangement for sharing profits, or for

¹ The Company was initially incorporated on 2nd February 1929 under the name of English and International Trust Limited. The Company re-registered as a public company on 15th December 1981 and adopted its present name on 17 July 1995.

- (12) To invest and deal with the moneys of the Company not immediately required, in such manner as may from time to time be determined by the Directors; and to place any such moneys on deposit with bankers or financial or mercantile houses or companies.
- (13) To lend and advance money, or give credit on such terms, and either with or without security, as may seem expedient, and to guarantee the performance of contracts by or become security for any person, firm, or company; to discount bills, to receive money at interest or otherwise, and valuables on deposit, and to transact any of the business of a banker which may seem expedient.
- (14) To apply for and obtain any legislative, municipal or other Acts or authorisations for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purposes which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- (15) To raise or borrow money, with or without security, and also to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, including its uncalled capital, and generally in such other manner and on such terms as may seem expedient; and to issue any of the Company's securities for such consideration and on such terms as may be thought fit; and also by a similar mortgage, charge or lien, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.
- (16) To create, maintain, invest and deal with any reserve or sinking funds for redemption of shares or obligations of the Company, or for depreciation of works or stock or any other purpose of the Company.
- (17) To remunerate any company, firm or person for services rendered, or to be rendered, in placing or assisting to place, or guaranteeing the placing of any of the shares in the Company's Capital, or any debentures or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (18) To create, make, draw, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (19) To subscribe for, purchase, take or otherwise acquire and hold shares, stock, debentures; obligations or any other interest in or securities of any other company, whether British, colonial or foreign, in which the liability of Members is limited by shares, having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted so as, directly or indirectly, to benefit the Company.
- (20) To enter into any arrangements with any government, or authority, supreme, municipal, local or otherwise, or any company, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority or company any charters, contracts, decrees, rights, privileges and concessions, and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.
- (21) To remunerate any company, firm or person rendering services to the Company, whether by cash payment or by the allotment of shares or securities of the Company, credited as aid up in full or in part, or otherwise.
- (22) To distribute, either upon a distribution of assets or division of profits, among the Members of the Company in kind any property of the Company, and in particular any

shares, debentures or securities of other companies belonging to the Company, or of which the Company may have the power of disposing.

- (23) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- (24) To undertake and execute any trusts the undertaking whereof may seem desirable, and either gratuitously or otherwise, and in particular to act as depositary of any shares or securities of, and as agents or brokers for the investment, loan, payment, transmission or collection of money, and the purchase, sale, improvement or development and management of property for, any company (whether British, colonial or foreign), and to undertake and perform sub-contracts.
- (25) To pay all or any expenses of, incident to, or incurred in connection with, the formation, promotion, registration, incorporation and advertising of or raising money for the Company, or to contract with any company to pay the same, and (subject in the case of shares, to the provisions of any Acts of Parliament for the time being in force) to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures or securities of the Company, and to apply at the cost of the Company to Parliament for any extension of the Company's powers.
- (26) To establish or maintain or join in any plan or scheme for encouraging or facilitating the regular (or other) investment in, the holding of, or the investment of any dividends declared by 'the Company or any other company in, the shares of the Company or any other company within such plan or scheme by, or for the benefit of, the ;shareholders of the Company or other persons within such plan or scheme and to discharge, or contribute towards the discharge of, the expenses of establishing or maintaining any such plan or scheme.²
- (27) To do all or any of the above things as principals, agents, contractors, trustees or otherwise, and either by or through 'trustees, agents sub-contractors or otherwise, and either alone or in partnership or conjunction with any other company, and to contract for the carrying on of any operation connected with the Company's business by any other company.
- (28) To do all such other things as may be deemed incidental or conclusive to the attainment of the above objects or any of them. And it is hereby declared that in the construction of this Clause the word "company" shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and words denoting the singular number only shall include the plural number, and vice versa, and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in nowise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

5 The liability of the Members is limited.

6 The authorised share capital of the Company³ is £150,890,996.75 divided into 50,000 Management Shares of 100 pence each, 125,000,000 Ordinary Shares of 25 pence each, 78,363,987 ordinary shares of 25 pence each, 100,000,000 "C" Shares of 50 pence each and 100,000,000 "C1" Shares of 50 pence each, all having the respective rights set out in the Articles of Association, with power to increase, and with power from time to time to issue, any shares of the original or new capital with any preference or priority in the payment of dividends or the distribution of assets, or otherwise, over, or as shares ranking equally with, any other shares, whether preference, ordinary or deferred, and whether then already issued or not, or as deferred shares, and with any special right of or restriction, whether absolute or partial, against

² Inserted as a result of a Special Resolution passed on 14th April 1988.

³ By a Special Resolution passed on 24 October 2005 the Company's share capital was amended and increased as set out in clause 6 of this Memorandum of Association.

Registered number: 236895

voting, and to vary the regulations of the Company as far as necessary to give effect to any such preference or priority as well as in any other particulars, and upon the subdivision of a share to apportion the right to participate in profits of the distribution of assets in any manner as between the shares resulting from such subdivision, and to give to any one or more of such shares any other special privilege or advantages over the other or others of them .

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
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HUGH QUENNELL, One
18, Austin Friars, E.C.2
Solicitor

G. T. WEEKES, One
18, Austin Friars, E.C.2.
Solicitor

S .H. THOMAS, One
18, Austin Friars, E .C .2.
Solicitor

A.M. WELSEORD, One
18, Austin Friars, E .C .2.
Solicitor

RICHARD A. FINN, One
18, Austin Friars, E.C. 2.
Solicitor

E.G .A. JONES, One
18, Austin Friars, E.C.2.
Solicitor

G.F. SHIPMAN, One
18, Austin Friars, E.C.2.
Solicitor

DATED the 31 day of January 1929

WITNESS to the above Signatures: DONALD C. TEWSON
18, Austin Friars, EC2
Solicitor

THE COMPANIES ACTS 1985 TO 1989

**ARTICLES OF ASSOCIATION OF INVESCO ENGLISH & INTERNATIONAL
TRUST PLC**

Public Company Limited by Shares

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THE COMPANIES ACTS 1985 TO 1989

ARTICLES OF ASSOCIATION OF INVESCO ENGLISH & INTERNATIONAL TRUST PLC

Public Company Limited by Shares

(Adopted by special resolution on 2005)

PRELIMINARY

1 Exclusion of Table A

The regulations contained in Table A in the schedule to The Companies (Tables A to F) Regulations 1985 and in any Table A applicable to the Company under any former enactment relating to companies shall not apply to the Company except in so far as they are repeated or contained in these Articles.

2 Definitions and Interpretation

2.1 In these Articles, unless the context otherwise requires:

"Act" means the Companies Act 1985 (as amended by the Companies Act 1989);

"address" shall, in any case where electronic communication is expressly permitted by or pursuant to these Articles, include any number or address used for the purpose of such electronic communication but, in any other case, shall not include any number or address used for such purpose;

"Articles" means these articles of association as altered from time to time;

"Auditors" means the auditors for the time being of the Company;

"Business Day" means any day on which banks are generally open for business in London, other than a Saturday;

"clear days' notice" means that the notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given or on which it is to take effect;

"communication" shall, where the context so admits, have the same meaning as in the Electronic Communications Act;

"Continuing Pool" in the event that the Board determines to facilitate redemptions of Ordinary Shares through the use of a Redemption Pool, the pool of stocks, cash, assets and liabilities to be created in respect of a particular Dealing Date and allocated to the Ordinary Shares which are not the subject of Redemption Requests received for that Dealing Date, as more particularly described in Article 158;

"Conversion Share Calculation Date" shall have the meaning set out in Article 3.2;

"Conversion Shares" means "C" Shares and/or "C1" Shares as defined in Article 3.2 or either or any of them as the context may require;

"Conversion Shareholder" means a holder of Conversion Shares

"C" Share shall have the meaning set out in Article 3.2;

"C1" Share shall have the meaning set out in Article 3.2;

"CREST" *a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument or stock transfer form and in respect of which CREST Co is the operator*

"CREST Co" CREST Co Limited

"Dealing Date" means the third Wednesday in January, April, July and October each year, or if such day is not a Business Day the next following Business Day and so that the first Dealing Date will be 18 January 2006;

"Dealing Value of the Company" means the value of the Company on any Dealing Date calculated in accordance with Article 157, as more particularly described in Article 157;

"Dealing Value per Ordinary Share" means the value by reference to which Ordinary Shares may be issued or redeemed on a Dealing Date calculated in accordance with Article 157;

"Deferred Shares" has the meaning set out in Article 3.2;

"Directors" means the directors for the time being of the Company, or, as the case may be, the board of directors for the time being of the Company or the persons present at a duly convened meeting of the board of directors or any duly authorised committee thereof at which a quorum is present;

"dividend" includes bonus;

"electronic communication" shall, where the context so admits, have the same meaning as in the Electronic Communications Act;

"Electronic Communications Act" means the Electronic Communications Act 2000;

"Exit Charge" means the charge levied on Shareholders who are redeeming their Shares, being a percentage of the Dealing Value per Share, if the Redemption Price is calculated in accordance with Article 156.1, or a percentage of the net proceeds received by the Company upon the realisation of a Redemption Pool, if the Redemption Price is calculated in accordance with Article 156.2, in each case being equal to four per cent. in respect of the first and second Dealing Dates following the adoption of these Articles, three per cent. in respect of the third and fourth Dealing Dates following the adoption of these Articles, and two per cent. for all Dealing Dates thereafter;

"Investment Manager" means the investment manager for the time being of the Company;

"London Stock Exchange" means London Stock Exchange plc;

"Management Shares" means the non-redeemable management shares of £1 each in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles;

"Member" means a member of the Company;

"month" means calendar month;

"Office" means the registered office for the time being of the Company;

"Ordinary Shares" means the redeemable ordinary shares of 25 pence each in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles;

"paid up" includes credited as paid up;

"properly authenticated dematerialised instruction" shall have the same meaning as in the Regulations;

"Record Date" means the date on which and since which a Member must have beneficially held and continued to beneficially hold the Shares which are the subject of a Redemption Request. The Record Date for the first Dealing Date is the close of business on 18 July 2005 and in respect of subsequent Dealing Dates will be the close of business on the immediately preceding Dealing Date;

"Redemption Pool" in the event that the Board elects to calculate the Redemption Price in accordance with Article 158, the pool of stocks, cash, assets and liabilities to be created in respect of a particular Dealing Date and allocated to the Ordinary Shares which are the subject of Redemption Requests received for that Dealing Date, as more particularly described in Article 158;

"Redemption Price" means the price at which Shares may be redeemed on a Dealing Date as determined by reference to the Dealing Value per Share or a Redemption Pool, as set out in Article 156;

"Redemption Request" means a written notice in the form from time to time prescribed by the Company and obtainable from the Company Secretary at the Company's registered office by which a Member gives notice of his wish to tender for redemption all or any part of his holding of Shares;

"Register" means the register of members of the Company required to be kept by the Statutes;

"Regulations" means the Uncertificated Securities Regulations 2001;

"relevant system" means the computer-based system and procedures which enable title to shares to be evidenced and transferred without a written instrument and which facilitate supplementary and incidental matters in accordance with the Regulations;

"Seal" means the common seal of the Company or any official or securities seal that the Company may have or be permitted to have under the Statutes;

"Secretary" includes a joint, deputy or assistant secretary, and any person appointed by the Directors to perform the duties of the secretary of the Company;

"Statutes" means the Act, the Companies Act 1989, the Regulations, the Electronic Communications Act and every other statute or subordinate legislation for the time being in force concerning companies and affecting the Company;

"UK Listing Authority" means the Financial Services Authority in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000;

"United Kingdom" means Great Britain and Northern Ireland;

"Valuation Point" means, in relation to a Dealing Date, the close of business on the Business Day immediately preceding the relevant Dealing Date; and

"in writing" and **"written"** includes printing, lithography, typewriting, photography and other modes of representing or reproducing words in visible form.

2.2 Words importing the singular number only shall include the plural, and vice versa.

2.3 Words importing the masculine gender only shall include the feminine gender.

2.4 Words importing individuals and words importing persons shall include bodies corporate and unincorporated associations.

- 2.5 Any reference herein to the provisions of any statute or of any subordinate legislation shall include any amendment or re-enactment (with or without amendment) thereof for the time being in force.
- 2.6 Subject as aforesaid, and unless the context otherwise requires, words and expressions defined in the Statutes shall bear the same meanings in these Articles.
- 2.7 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles.
- 2.8 Headings to these Articles are for convenience only and shall not affect construction.
- 2.9 References in Article 3 to the Auditors confirming any matter shall be construed to mean confirmation of their opinion as to such matter whether qualified or not.
- 2.10 References in Article 3 to Ordinary Shareholders, "C" Shareholders, "C1" Shareholders, Deferred Shareholders and Management Shareholders should be construed as references to holders for the time being of Ordinary Shares, "C" Shares, "C1" Shares, Deferred Shares and Management Shares respectively.
- 2.11 In these Articles, references to "shares" shall mean the Ordinary Shares, the Management Shares, the "C" Shares, the "C1" Shares and the Deferred Shares, or any one of them, except where the provisions of Article 3 preclude such an interpretation or the context otherwise requires, and "shareholder" shall be construed accordingly.

SHARES

3 Authorised Share Capital

- 3.1 The authorised share capital of the Company at the date of the adoption of these Articles is £150,890,996.75 divided into 50,000 Management Shares of 100 pence each, 125,000,000 Ordinary Shares of 25 pence each, 78,363,987 ordinary shares of 25 pence each having the rights set out in Article 3.16, 100,000,000 "C" Shares of 50 pence each and 100,000,000 "C1" Shares of 50 pence each.
- 3.2 The following additional definitions apply for the purposes of this Article 3 only:
- "C" Shares** means conversion shares of 25 pence each (unless the context otherwise requires) in the capital of the Company carrying the rights set out in this Article 3;
- "C" Share Calculation Date** means:
- (a) in the case "C" Shares having been issued for cash, the earliest of the:

- (i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the Investment Manager shall have given notice to the Directors that at least 90 per cent. of the Net Proceeds relating to the relevant "C" Shares (or such higher level as the Directors and Investment Manager shall agree) shall have been invested; or
 - (ii) close of business on the date falling three calendar months after the allotment of the relevant "C" Shares or, if such day is not a Business Day, the next following Business Day; or
 - (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances (as defined below) have arisen or are imminent; and
- (b) in the case "C" Shares having been issued in consideration for an *in specie* subscription, the earliest of the:
- (i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the Investment Manager shall have given notice to the Directors that the Investment Manager considers the assets attributable to the "C" Shares to be compatible with the Company's existing portfolio; or
 - (ii) close of business on the date falling three calendar months after the allotment of the relevant "C" Shares or, if such day is not a Business Day, the next following Business Day; or
 - (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances (as defined below) have arisen or are imminent;

"Conversion" means "C" Share Conversion and/or "C1" Share Conversion, as the context requires;

"Conversion Date" means the "C" Share Conversion Date and/or the "C1" Share Conversion Date, as the context requires;

"Conversion Share Calculation Date" means the "C" Share Calculation Date and/or the "C1" Share Calculation Date as the context requires;

"C" Share Conversion means conversion of the issued "C" Shares into Ordinary Shares and Deferred Shares in accordance with this Article 3;

“C” Share Conversion Date” means the close of business on such Business Day as may be selected by the Directors falling not more than 10 Business Days after the “C” Share Calculation Date;

“C” Share Conversion Ratio” means the ratio of the net asset value per “C” Share to the net asset value per Ordinary Share, which is calculated as:

$$\frac{A}{B} \text{ where } A = \frac{C - D}{E} \text{ and } B = \frac{F - C - G + D}{H} \text{ and where}$$

“C” is the aggregate of:

- (i) the value of the investments of the Company attributable to the “C” Shares (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed or dealt in on a stock exchange calculated by reference to the bid-market quotations at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the “C” Share Calculation Date on the principal stock exchange or market where the relevant investment is listed or dealt in or traded, as derived from the relevant exchange’s or market’s recognised method of publication of prices for such investments where such published prices are available; and
- (ii) the value of all investments of the Company attributable to the “C” Shares (other than investments included in (i) above) calculated by reference to the Directors’ belief as to a fair current value for those investments on the “C” Share Calculation Date after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors’ opinion, fairly reflects, on the “C” Share Calculation Date, the value of the current assets of the Company attributable to the “C” Shares (excluding the investments valued under (i) and (ii) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature);

“D” is the amount (to the extent not otherwise deducted from the assets attributable to the “C” Shares) which, in the Directors’ opinion, fairly reflects the amount of the liabilities of the Company attributable to the “C” Shares on the “C” Share Calculation Date;

“E” is the number of the “C” Shares in issue on the “C” Share Calculation Date;

“F” is the aggregate of:

- (i) the value of all the investments of the Company (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below and excluding any investments which are attributable to any other class of Conversion Shares for the time being in issue prior to the conversion of such shares) which are listed or dealt in or traded on a stock exchange calculated by reference to the bid-market quotations at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the "C" Share Calculation Date on the principal stock exchange or market where the relevant investment is listed or dealt in or traded, as derived from the relevant exchange's or market's recognised method of publication of prices for such investments where such published prices are available; and
- (ii) the value of all investments of the Company (other than investments included in (i) above and excluding any investments which are attributable to any other class of Conversion Shares for the time being in issue prior to the conversion of such shares) calculated by reference to the Directors' belief as to a fair current value for those investments on the "C" Share Calculation Date after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors' opinion, fairly reflects, on the "C" Share Calculation Date, the value of the current assets of the Company (excluding the investments valued under (i) and (ii) above and excluding any current assets which are attributable to any other class of Conversion Shares for the time being in issue prior to the conversion of such shares) but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature save to the extent that they are attributable to any such other class of Conversion Shares for the time being in issue);

"G" is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company on the "C" Share Calculation Date (excluding any liabilities which are attributable to any other class of Conversion Shares for the time being in issue prior to the conversion of such shares); and

"H" is the number of Ordinary Shares in issue on the "C" Share Calculation Date (excluding any Ordinary Shares held in treasury),

provided that the Directors shall make such adjustments to the value or amount of A and B as the Auditors shall report to be appropriate having regard among other things, to the assets of the Company immediately prior to the date on which the Company first receives the Net Proceeds relating to the relevant "C" Shares and/or to the reasons for the issue of "C" Shares and/or to there being more than one class of Conversion Shares in issue at the same time and/or the order in which such Conversion Shares were allotted;

“C1” Shares means conversion shares of 25 pence each (unless the context otherwise requires) in the capital of the Company carrying the rights set out in this Article 3;

“C1” Share Calculation Date means the earliest of the:

- (a) in the case “C1” Shares having been issued for cash, the earliest of the:
 - (i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the Investment Manager shall have given notice to the Directors that at least 90 per cent. of the Net Proceeds relating to the relevant “C1” Shares (or such higher level as the Directors and Investment Manager shall agree) shall have been invested; or
 - (ii) close of business on the date falling three calendar months after the allotment of the relevant “C1” Shares or, if such day is not a Business Day, the next following Business Day; or
 - (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances (as defined below) have arisen or are imminent; and
- (b) in the case “C1” Shares having been issued in consideration for an *in specie* subscription, the earliest of the:
 - (i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the Investment Manager shall have given notice to the Directors that the Investment Manager considers the assets attributable to the “C1” Shares to be compatible with the Company’s existing portfolio; or
 - (ii) close of business on the date falling three calendar months after the allotment of the relevant “C1” Shares or, if such day is not a Business Day, the next following Business Day; or
 - (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances (as defined below) have arisen or are imminent;

“C1” Share Conversion means conversion of the “C1” Shares into Ordinary Shares and Deferred Shares in accordance with this Article 3;

“C1” Share Conversion Date means the close of business on such Business Day as may be selected by the Directors falling not more than 10 Business Days after the “C1” Share Calculation Date;

“C1” Share Conversion Ratio” means the ratio of the net asset value per “C1” Share to the net asset value per Ordinary Share, which is calculated as:

$$\frac{A}{B} \text{ where } A = \frac{C - D}{E} \text{ and } B = \frac{F - C - G + D}{H}$$

and where

“C” is the aggregate of:

- (i) the value of the investments of the Company attributable to the “C1” Shares (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed or dealt in or traded on a stock exchange calculated by reference to the bid-market quotations at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the “C1” Share Calculation Date on the principal stock exchange or market where the relevant investment is listed or dealt in or traded, as derived from the relevant exchange’s or market’s recognised method of publication of prices for such investments where such published prices are available; and
- (ii) the value of all investments of the Company attributable to the “C1” Shares (other than investments included in (i) above) calculated by reference to the Directors’ belief as to a fair current value for those investments on the “C1” Share Calculation Date after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors’ opinion, fairly reflects, on the “C1” Share Calculation Date, the value of the current assets of the Company attributable to the “C1” Shares (excluding the investments valued under (i) and (ii) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature);

“D” is the amount (to the extent not otherwise deducted from the assets attributable to the “C1” Shares) which, in the Directors’ opinion, fairly reflects the amount of the liabilities of the Company attributable to the “C1” Shares on the “C1” Share Calculation Date;

“E” is the number of the “C1” Shares in issue on the “C1” Share Calculation Date;

“F” is the aggregate of:

- (i) the value of all the investments of the Company (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below and excluding any investments

which are attributable to any other class of Conversion Shares for the time being in issue prior to the conversion of such shares) which are listed or dealt in on a stock exchange calculated by reference to the bid-market quotations at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the "C1" Share Calculation Date on the principal stock exchange or market where the relevant investment is listed or dealt in or traded, as derived from the relevant exchange's or market's recognised method of publication of prices for such investments where such published prices are available; and

- (ii) the value of all investments of the Company (other than investments included in (i) above and excluding any investments which are attributable to any other class of Conversion Shares for the time being in issue prior to the conversion of such shares) calculated by reference to the Directors' belief as to a fair current value for those investments on the "C1" Share Calculation Date after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors' opinion, fairly reflects, on the "C1" Share Calculation Date, the value of the current assets of the Company (excluding the investments valued under (i) and (ii) above and excluding any current assets which are attributable to any other class of Conversion Shares for the time being in issue prior to the conversion of such shares but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature save to the extent that they are attributable to any such other class of Conversion Shares for the time being in issue);

"G" is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company on the "C1" Share Calculation Date (excluding any liabilities which are attributable to any other class of Conversion Shares for the time being in issue prior to the conversion of such shares); and

"H" is the number of Ordinary Shares in issue on the "C1" Share Calculation Date (excluding Ordinary Shares any held in treasury),

provided that the Directors shall make such adjustments to the value or amount of A and B as the Auditors shall report to be appropriate having regard among other things, to the assets of the Company immediately prior to the date on which the Company first receives the Net Proceeds relating to the relevant "C1" Shares and/or to the reasons for the issue of "C1" Shares and/or to there being more than one class of Conversion Shares in issue at the same time and/or to the order in which such Conversion Shares were allotted;

"Deferred Shares" means Deferred Shares of 25 pence each in the capital of the Company arising on Conversion;

"existing Ordinary Shares" means the Ordinary Shares in issue immediately prior to Conversion;

"Force Majeure Circumstances" means (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging or seeking to challenge the power of the Company and/or its Directors to issue the "C" Shares and/or "C1" Shares as applicable with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are, proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind-up the Company, whichever shall happen earliest;

"Net Proceeds" means the net cash proceeds of the issue of the "C" Shares or "C1" Shares, as applicable, (after deduction of those commissions and expenses relating thereto and payable by the Company); and

"new Ordinary Shares" means the new Ordinary Shares, in registered form, arising on Conversion.

3.3 Dividends

The holders of the Ordinary Shares, the Management Shares, the "C" Shares, the "C1" Shares and the Deferred Shares shall, subject to the provisions of these Articles, have the following rights to be paid dividends:

- 3.3.1 the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a non-cumulative dividend at a fixed rate of one per cent. of the nominal amount thereof (the **"Deferred Dividend"**) on the date six months after the Conversion Date upon which such Deferred Shares were created in accordance with Article 3.11.2 (the **"Relevant Conversion Date"**) and each anniversary of such date payable to the holders thereof on the register of members on that date as holders of Deferred Shares but shall confer no other right, save as provided herein, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Relevant Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on that date;
- 3.3.2 the "C" Shareholders shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of net assets attributable to the "C" Shares and from income received and accrued which is attributable to the "C" Shares;

- 3.3.3 the "C1" Shareholders shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of net assets attributable to the "C1" Shares and from income received and accrued which is attributable to the "C1" Shares;
- 3.3.4 the Management Shares shall be entitled to receive, in priority to the holders of any other class of shares, a fixed cumulative dividend equal to 0.00001 pence per annum, to be payable annually in arrears on 30 June in each year (or, if not a Business Day, the next following Business Day) in respect of the 12 month period ending on that date;
- 3.3.5 the existing Ordinary Shares shall confer the right to dividends declared in accordance with these Articles;
- 3.3.6 the new Ordinary Shares into which "C" Shares or "C1" Shares, as applicable, shall convert shall rank *pari passu* with the existing Ordinary Shares for dividends and other distributions declared by reference to a record date falling after the relevant Conversion Share Calculation Date; and
- 3.3.7 no dividend or other distribution shall be made or paid by the Company on any of its shares (other than the Management Shares and any Deferred Shares for the time being in issue) between the Conversion Share Calculation Date and the Conversion Date relating to the same Conversion (both dates inclusive) and no such dividend shall be declared with a record date falling between the Conversion Share Calculation Date and the Conversion Date relating to the same Conversion (both dates inclusive).

3.4 Capital

The holders of the Ordinary Shares, the Management Shares, the "C" Shares, the "C1" Shares and the Deferred Shares shall, subject to the provisions of these Articles, have the following rights as to capital:

- 3.4.1 the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when any Conversion Shares are for the time being in issue and prior to the relevant Conversion Date relating to such Conversion Shares, be applied amongst the existing Ordinary Shareholders and the Management Shareholders *pro rata* according to the nominal capital paid up on their holdings of existing Ordinary Shares and Management Shares after having deducted therefrom:
 - (a) an amount equivalent to (C-D) using the methods of calculation of C and D given in the definition of "C" Share Conversion Ratio set out in Article 3.2, which amount shall be applied amongst the "C" Shareholders *pro rata* according to the nominal capital paid up on their holdings of "C" Shares; and/or, as applicable
 - (b) an amount equivalent to (C-D) using the methods of calculation of C and D given in the definition of "C1" Share Conversion Ratio set out in Article 3.2, which amount shall be

applied amongst the "C1" Shareholders *pro rata* according to the nominal capital paid up on their holdings of "C1" Shares,

provided however that the holders of the Management Shares shall only receive an amount up to the capital paid up on such Management Shares and the Management Shares shall not confer the right to participate in any surplus remaining following payment of such amount. For the purposes of this Article 3.4 the "C" Share Calculation Date and the "C1" Share Calculation Date shall be such dates as the liquidator may determine; and

3.4.2 the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when no Conversion Shares are for the time being in issue be applied as follows:

- (a) firstly, if there are Deferred Shares in issue, in paying to the Deferred Shareholders one penny in aggregate in respect of every 1,000,000 Deferred Shares (or part thereof) of which they are respectively the holders; and
- (b) secondly, the surplus shall be divided amongst the Ordinary Shareholders and Management Shareholders *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares and Management Shares, provided however that the holders of the Management Shares shall only receive an amount up to the capital paid up on such Management Shares and the Management Shares shall not confer the right to participate in any surplus remaining following payment of such amount.

3.5 Voting

3.5.1 The "C" Shares and "C1" Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of "C" Shares and "C1" Shares will be the same as that applying to Ordinary Shareholders as set out in these Articles as if the "C" Shares, "C1" Shares and existing Ordinary Shares were a single class.

3.5.2 The Deferred Shares and the Management Shares shall not carry any right to receive notice of, or attend or vote at any general meeting of the Company.

3.6 Deferred Shares

The following provisions shall apply to the Deferred Shares:

3.6.1 the "C" Shares and "C1" Shares shall be issued on such terms that the Deferred Shares arising upon Conversion may be repurchased by the Company in accordance with the terms set out herein;

3.6.2 immediately upon Conversion, the Company shall repurchase all of the Deferred Shares which arise as a result of the Conversion for an aggregate consideration of one penny for every

1,000,000 Deferred Shares and the notice referred to in Article 3.11.2 shall be deemed to constitute notice to each "C" Shareholder or "C1" Shareholder as applicable (and any person or persons having rights to acquire or acquiring "C" Shares after the "C" Share Calculation Date or any person or persons having rights to acquire or acquiring "C1" Shares after the "C1" Share Calculation Date) that the Deferred Shares shall be repurchased, immediately upon the relevant Conversion for an aggregate consideration of one penny for every 1,000,000 Deferred Shares. On repurchase, each Deferred Share shall be treated as cancelled in accordance with section 160(4) of the Companies Act 1985 and the resulting authorised but unissued share capital shall ipso facto be reclassified and redesignated as Ordinary Shares without further resolution or consent; and

3.6.3 the Company shall not be obliged to:

- (a) issue share certificates to the Deferred Shareholders in respect of the Deferred Shares; or
- (b) account to any Deferred Shareholder for the repurchase of monies in respect of such Deferred Shares.

3.7 Class consents and variation of rights

Without prejudice to the generality of these Articles, for so long as any Conversion Shares are for the time being in issue, until Conversion of all such Conversion Shares it shall be a special right attaching both to the existing Ordinary Shares and to the Conversion Shares for the time being in issue as separate classes (and with "C" Shares and "C1" Shares being treated as separate classes for these purposes) that save that with the sanction or consent of such holders given in accordance with Article 16:

3.7.1 no alteration shall be made to the memorandum of association or Articles of the Company;

3.7.2 no allotment or issue of any security convertible into or carrying a right to subscribe for any share capital of the Company other than further Conversion Shares shall be made; and

3.7.3 no resolution of the Company shall be passed to wind up the Company.

3.8 For the avoidance of doubt but subject to the rights or privileges attached to any other class of shares, the previous sanction of an extraordinary resolution of the holders of Ordinary Shares and/or "C" Shares and/or "C1" Shares shall not be required in respect of:

3.8.1 the issue of further Ordinary Shares ranking *pari passu* in all respects with the Ordinary Shares; or

3.8.2 the issue of any further Conversion Shares provided that they form a separate class to the Conversion Shares for the time being in issue; or

3.8.3 the sale of any shares held as treasury shares (as such term is defined in section 162C (1) of the Act) in accordance with sections 162D and 162F of the Act or the purchase of any shares by the Company (whether or not such shares are to be held in treasury); or

3.8.4 the redemption of any shares in accordance with the rights attaching to those shares and these Articles.

3.9 "C" Shares

For so long as any "C" Shares are for the time being in issue until Conversion of such "C" Shares and without prejudice to its obligations under applicable laws, the Company shall:

3.9.1 procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the relevant "C" Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the relevant "C" Shares;

3.9.2 allocate to the assets attributable to the relevant "C" Shares such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the Net Proceeds relating to the relevant "C" Shares and the "C" Share Calculation Date relating to such "C" Shares (both dates inclusive) as the Directors fairly consider to be attributable to the relevant "C" Shares; and

3.9.3 *give appropriate instructions to the Investment Manager to manage the Company's assets so that such undertakings can be complied with by the Company.*

3.10 "C1" Shares

For so long as any "C1" Shares are for the time being in issue, until Conversion of such "C1" Shares and without prejudice to its obligations under applicable laws, the Company shall:

3.10.1 procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the relevant "C1" Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the relevant "C1" Shares;

3.10.2 allocate to the assets attributable to the relevant "C1" Shares such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the Net Proceeds relating to the relevant "C1" Shares and the C1" Share

Calculation Date relating to such "C1" Shares (both dates inclusive) as the Directors fairly consider to be attributable to the relevant "C1" Shares; and

- 3.10.3 give appropriate instructions to the Investment Manager to manage the Company's assets so that such undertakings can be complied with by the Company.

3.11 Conversion of the "C" Shares

The "C" Shares for the time being in issue shall be sub-divided and converted into new Ordinary Shares and Deferred Shares on the "C" Share Conversion Date relating to such "C" Shares in accordance with the following provisions of this Article 3.11:

- 3.11.1 the Directors shall procure that within 10 Business Days of the relevant "C" Share Calculation Date:

(a) the "C" Share Conversion Ratio as at the relevant "C" Share Calculation Date and the numbers of new Ordinary Shares and Deferred Shares to which each "C" Shareholder shall be entitled on "C" Share Conversion shall be calculated; and

(b) the Auditors shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with these Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are converting into the Company's shares, subject to the proviso immediately after the definition of "H" in the definition of "C" Share Conversion Ratio in Article 3.2;

- 3.11.2 the Directors shall procure that, as soon as practicable following such confirmation and in any event within 10 Business Days of the relevant "C" Share Calculation Date, a notice is sent to each "C" Shareholder as applicable advising such "C" Shareholder of the "C" Share Conversion Date, the "C" Share Conversion Ratio and the numbers of new Ordinary Shares and Deferred Shares to which "C" Shareholders will be entitled on "C" Share Conversion;

- 3.11.3 on Conversion each "C" Share in issue as at the relevant "C" Share Conversion Date shall automatically sub-divide into two conversion shares of 25 pence each and such conversion shares of 25 pence each shall automatically convert into such number of new Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:

(a) the aggregate number of new Ordinary Shares into which the same number of conversion shares of 25 pence each are converted equals the number of "C" Shares in issue on the "C" Share Calculation Date multiplied by the "C" Share Conversion Ratio (rounded down to the nearest whole new Ordinary Share);

- (b) each conversion share of 25 pence which does not so convert into a new Ordinary Share shall convert into one Deferred Share;

- 3.11.4 the new Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former "C" Shareholders pro rata according to their respective former holdings of "C" Shares (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to new Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any new Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company);
- 3.11.5 forthwith upon Conversion, the share certificates relating to the "C" Shares shall be cancelled and the Company shall issue to each former "C" Shareholder new certificates in respect of the new Ordinary Shares which have arisen upon Conversion to which he or she is entitled. Share certificates in respect of the Deferred Shares will not be issued; and
- 3.11.6 the Directors may make such adjustments to the terms and timing of "C" Share Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all shareholders.

3.12 Conversion of the "C1" Shares

The "C1" Shares for the time being in issue shall be sub-divided and converted into new Ordinary Shares and Deferred Shares on the "C1" Share Conversion Date relating to such "C1" Shares in accordance with the following provisions of this Article 3.12:

- 3.12.1 the Directors shall procure that within 10 Business Days of the relevant "C1" Share Calculation Date:
 - (a) the "C1" Share Conversion Ratio as at the relevant "C1" Share Calculation Date and the numbers of new Ordinary Shares and Deferred Shares to which each "C1" Shareholder shall be entitled on "C1" Share Conversion shall be calculated; and
 - (b) the Auditors shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with these Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are convertible into the Company's shares, subject to the proviso immediately after the definition of "H" in the definition of "C1" Share Conversion Ratio in Article 3.2;
- 3.12.2 the Directors shall procure that, as soon as practicable following such confirmation and in any event within 10 Business Days of the relevant "C1" Share Calculation Date, a notice is sent to each "C1" Shareholder as applicable advising such "C1" Shareholder of the "C1" Share

Conversion Date, the "C1" Share Conversion Ratio and the numbers of new Ordinary Shares and Deferred Shares to which "C1" Shareholders will be entitled on "C1" Share Conversion;

3.12.3 on Conversion each "C1" Share in issue as at the relevant "C1" Share Conversion Date shall automatically sub-divide into two conversion shares of 25 pence each and such conversion shares of 25 pence each shall automatically convert into such number of new Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:

(a) the aggregate number of new Ordinary Shares into which the same number of conversion shares of 25 pence each are converted equals the number of "C1" Shares in issue on the "C1" Share Calculation Date multiplied by the "C1" Share Conversion Ratio (rounded down to the nearest whole new Ordinary Share);

(b) each conversion share of 25 pence which does not so convert into a new Ordinary Share shall convert into one Deferred Share;

3.12.4 the new Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former "C1" Shareholders pro rata according to their respective former holdings of "C1" Shares (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to new Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any such new Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company);

3.12.5 forthwith upon Conversion, the share certificates relating to the "C1" Shares shall be cancelled and the Company shall issue to each former "C1" Shareholder new certificates in respect of the new Ordinary Shares which have arisen upon Conversion to which he or she is entitled. Share certificates in respect of the Deferred Shares will not be issued; and

3.12.6 the Directors may make such adjustments to the terms and timing of "C1" Share Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all shareholders.

3.13 Without limiting the discretion conferred on the Directors pursuant to Articles 3.11.6 and 3.12.6, if at any time there are "C" Shares and "C1" Shares in issue at the same time and the Company shall be required to calculate the conversion ratio applying to one class of conversion shares prior to the actual conversion of any other class of conversion share, the Directors shall calculate the conversion share ratio of the class of conversion shares most recently issued (the "**Latest Conversion Shares**") on the basis that the other class of conversion shares shall have converted into Ordinary Shares immediately prior to the Conversion Share Calculation Date relating to the Latest Conversion Shares.

3.14 The Company will use its reasonable endeavours to procure that upon Conversion the new Ordinary Shares are admitted to the Official List of the London Stock Exchange.

3.15 Redemption

The Ordinary Shares and the Conversion Shares shall be redeemable in accordance with Articles 155 *et seq.* None of the 78,363,987 ordinary shares of 25 pence each in the issued capital of the Company as at the date of adoption of these Articles nor any of the Management Shares shall be redeemable by the Company.

3.16 Existing issued ordinary shares

3.16.1 Each of the 78,363,987 ordinary shares of 25 pence in the issued share capital of the Company shall have the same rights and be subject to the same restrictions as the Ordinary Shares and shall rank *pari passu* in all respects with the Ordinary Shares save that they shall not entitle the holders of thereof to request their redemption pursuant to Articles 155 *et seq.*

3.16.2 Subject to the confirmation of the Court, by a special resolution of the Company passed on the date of adoption of these Articles, each and every one of the 78,363,987 ordinary shares of 25 pence in the issued share capital of the Company as at the date of the adoption of these Articles shall be cancelled in accordance with the terms of that special resolution.

4 Rights Attaching to Shares

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such rights (including preferred, deferred or other special rights) or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Directors may determine).

5 Redemption and Purchase of Shares

Subject to the provisions of the Statutes:

5.1 any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as may be provided by these Articles; and

5.2 the Company may purchase any of its own shares (including any redeemable shares).

6 Financial Assistance

The Company shall not give any financial assistance for the acquisition of shares in the Company except and in so far as permitted by the Statutes.

7 Allotment at a Discount

The shares of the Company shall not be allotted at a discount and save as permitted by the Statutes shall not be allotted except as paid up at least as to one-quarter of their nominal value and the whole of any premium thereon.

8 Payment of Commission and Brokerage

The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

9 Unissued Shares

Save as otherwise provided in the Statutes or in these Articles, all unissued shares (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may (subject to the provisions of the Statutes) allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of them to such persons at such times and generally on such terms and conditions as they may determine. The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

10 Recognition of Trusts

Except as required by law or pursuant to the provisions of these Articles, no person shall be recognised by the Company as holding any share upon any trust, and (except only as by these Articles or by law otherwise provided or under an order of a court of competent jurisdiction) the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATES

11 Uncertificated Shares

- 11.1 Unless otherwise determined by the Directors and permitted by the Regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument by virtue of the Regulations. Notwithstanding any provisions of these Articles, the Directors shall have power to implement any arrangements they may, in their absolute discretion, think fit in relation to the evidencing of title to and transfer of an uncertificated share (subject always to the Regulations and the facilities and requirements of the relevant system concerned). No provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the holding of shares in uncertificated form.
- 11.2 Conversion of a certificated share into an uncertificated share, and vice versa, may be made in such manner as the Directors may, in their absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned).
- 11.3 The Company shall enter on the Register how many shares are held by each Member in uncertificated form and in certificated form and shall maintain the Register in each case as required by the Regulations and the relevant system concerned. Unless the Directors otherwise determine, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings.
- 11.4 A class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Regulations which applies only in respect of certificated or uncertificated shares.
- 11.5 The Company shall be entitled, in accordance with regulation 32(2)(c) of the Regulations, to require the conversion of an uncertificated share into certificated form to enable it to deal with that share in accordance with any provision in these Articles, including in particular, Articles 49 to 52, 55 and 75.
- 11.6 The provisions of Articles 12 to 15 inclusive shall not apply to uncertificated shares.

12 Share Certificates and Right to Share Certificates

- 12.1 Every share certificate shall specify the number and class and the distinguishing number (if any) of the shares to which it relates and the amount paid up thereon. No certificate shall be issued relating to shares of more than one class.
- 12.2 Subject to Article 11, every person (other than a recognised clearing house (within the meaning of the Financial Services and Markets Act 2000) or a nominee of a recognised clearing house or of a recognised investment exchange (within the meaning of the Financial Services and Markets Act 2000) in respect of whom the Company is not by law required to complete and have ready for

delivery a certificate) upon becoming the holder of a certificated share and whose name is entered as a Member on the Register shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the certificated shares registered in his name or, in the case of shares of more than one class being registered in his name, a separate certificate for each class of certificated share so registered, and where a Member (except such a clearing house or nominee) transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of certificated shares of that class retained by him. If a Member shall require additional certificates he shall pay for each additional certificate such reasonable sum (if any) as the Directors may determine.

13 Share Certificate of Joint Holders

In respect of certificated shares of one class held jointly by more than one person the Company shall not be bound to issue more than one certificate, and delivery of a certificate for such shares to one of the joint holders of such shares shall be sufficient delivery to all such holders.

14 Replacement of Share Certificates

If any certificate be defaced then upon delivery thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be worn out, lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity with or without security as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such worn out, lost or destroyed certificate.

15 Payment for Share Certificates

Every certificate issued under the last preceding Article shall be issued without payment, but there shall be paid to the Company such exceptional out-of-pocket expenses of the Company in connection with the request (including, without limiting the generality of the foregoing, the investigation of such request and the preparation and execution of any such indemnity or security) as the Directors think fit.

VARIATION OF RIGHTS

16 Variation of Class Rights

Subject to the Statutes, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be varied, abrogated or affected with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares.

17 Separate General Meetings

To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy not less than one-third of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to vote for every such share held by him, that any holder of shares of the class present in person or by proxy may demand a poll and that, if at any adjourned meeting of such holders a quorum as above defined is not present, any such holder who is present in person or by proxy shall be a quorum.

18 Issues of Further Shares

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

CALLS ON SHARES

19 Calls

The Directors may, subject to the terms of allotment thereof, from time to time make such calls upon the Members as they think fit in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and each Member shall (subject to the Company serving on him at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

20 Timing and Payment of Calls

A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.

21 Liability of Joint Holders

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

22 Interest Due on Non-Payment of Calls

If a sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the person from whom it is due shall pay interest on the sum at such rate, not exceeding 15 per cent. per annum, as the Directors may determine from the day appointed for the payment thereof until the actual payment thereof, and all expenses that may have been incurred by the Company by reason of such non-payment; but the Directors may, if they shall think fit, waive the payment of such interest and expenses or any part thereof.

23 Deemed Calls

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

24 Power to Differentiate between Holders

The Directors may, on the issue of shares, differentiate between the holders of such shares as regards the amounts of calls to be paid and the times of payment of such calls.

25 Payment of Calls in Advance

The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the monies, whether on account of the nominal value of the shares or by way of premium, uncalled and unpaid upon any shares held by him; and upon all or any of the monies so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) 12 per cent. per annum, as may be agreed upon between the Directors and the Member paying such monies in advance.

FORFEITURE AND LIEN

26 Notice if Call or Instalment not paid

If any Member fails to pay any call or instalment in full on or before the day appointed for payment thereof, the Directors may, at any time thereafter, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.

27 Form of Notice

The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which, and the place where, such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited.

28 Forfeiture for Non-Compliance

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time after the day specified in such notice, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall extend to all dividends declared and other monies payable in respect of the shares so forfeited and not actually paid before such forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Directors. The Directors may accept a surrender of any share liable to be forfeited hereunder upon such terms and conditions as they think fit.

29 Notice after Forfeiture

When any share has been forfeited notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share, or any person entitled to the share by transmission, and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture or surrender shall be invalidated by any failure to give such notice or make such entry as aforesaid.

30 Disposal of Forfeited Shares

A share so forfeited or surrendered shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender, as the Directors think fit: Provided that the Company shall not exercise any voting rights in respect of such share and any such share not disposed of in accordance with the foregoing within a period of three years from the date of its forfeiture or surrender shall thereupon be cancelled in accordance with the provisions of the Statutes. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the share so sold or otherwise disposed of to, or in accordance with the directions of, the buyer thereof or other person becoming entitled thereto.

31 Annulment of Forfeiture

The Directors may, at any time before any share so forfeited or surrendered shall have been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon such terms as they think fit.

32 Continuing Liability

Any person whose shares have been forfeited or surrendered shall cease to be a Member in respect of those shares and shall surrender to the Company for cancellation the certificate for the forfeited or surrendered shares, but shall, notwithstanding such forfeiture or surrender, remain liable to pay to the Company all monies which, at the date of the forfeiture or surrender, were payable by him to the Company in respect of the shares, together with interest thereon at such rate, not exceeding 15 per cent. per annum, as the Directors may determine from the time of forfeiture or surrender until the time of payment, but his liability shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares, together with interest as aforesaid. The Directors may, if they shall think fit, waive the payment of such interest or any part thereof. The Company may enforce payment of such monies without being under any obligation to make any allowance for the value of the shares forfeited or surrendered or for any consideration received on their disposal.

33 Lien on Partly-Paid Shares

The Company shall have a first and paramount lien on every share (not being a fully-paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of such share; but the Directors may at any time waive any lien which has arisen and may declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all amounts payable in respect of it.

34 Enforcement of Lien by Sale

The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, (i) stating, and demanding payment of, the sum presently payable, and (ii) giving notice of intention to sell in default of such payment, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy or otherwise by operation of law.

35 Application of Sale Proceeds

The net proceeds of such sale, after payment of the costs thereof, shall be applied in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the buyer.

36 Statutory Declaration

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

TRANSFER OF SHARES

37 Transfers of Uncertificated Shares

All transfers of uncertificated shares shall be made in accordance with and be subject to the provisions of the Regulations and the facilities and requirements of the relevant system and, subject thereto, in accordance with any arrangements made by the Directors pursuant to Article 11.1.

38 Form of Transfer

- 38.1 All transfers of certificated shares shall be effected by instrument in writing in any usual or common form or any other form which the Directors may approve.
- 38.2 The instrument of transfer of any certificated share in the Company shall be signed by or on behalf of the transferor (and, in the case of a share which is not fully paid, shall also be signed by or on behalf of the transferee). In relation to the transfer of any share (whether a certificated or an

uncertificated share) the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

39 Right to Decline Registration

Subject to Article 75, the Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share which is not a fully-paid share (whether certificated or uncertificated) provided that, where any such shares are admitted to the Official List of the UK Listing Authority, such discretion may not be exercised in a way which the UK Listing Authority regards as preventing dealings in the shares of the relevant class or classes from taking place on an open or proper basis. The Directors may likewise refuse to register any transfer of a share (whether certificated or uncertificated), whether fully-paid or not, in favour of more than four persons jointly.

40 Further Rights to Decline Registration

In relation to a certificated share, the Directors may decline to recognise any instrument of transfer unless:

- 40.1 the instrument of transfer is left at the Office, or at such other place as the Directors may from time to time determine, accompanied by the certificate(s) of 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 (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and
- 40.2 the instrument of transfer is in respect of only one class of share.

41 Notice of Refusal to Register

If the Directors refuse to register a transfer they shall, in the case of certificated shares, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal and (except in the case of fraud) return to him the instrument of transfer or, in the case of uncertificated shares, notify such person as may be required by the Regulations and the requirements of the relevant system concerned. All instruments of transfer which are registered may be retained by the Company.

42 No Fee for Registration

No fee shall be charged by the Company on the registration of any instrument of transfer, probate, letters of administration, certificate of death or marriage, power of attorney, renunciation of a renounceable letter of allotment, stop notice or other document or instruction relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

43 Suspension of Registration

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, and either generally or in respect of any class of shares except that, in respect of any shares which are uncertificated shares, the Register shall not be closed without the consent of the operator of the relevant system, provided always that such registration shall not be suspended, either generally or otherwise, for more than 30 days in any year.

44 Destruction of Documents

The Company shall be entitled to destroy:

- 44.1 any instrument of transfer (which phrase, together with references to documents, shall for the purposes of this Article 44 include electronically generated or stored communications in relation to the transfer of uncertificated shares and any electronic or tangible copies of the same) or other document which has been registered, or on the basis of which registration was made, at any time after the expiration of six years from the date of registration thereof;
- 44.2 any dividend mandate or any variation or cancellation thereof or any notification of change of address (which shall include, in relation to electronic communications, any number or address used for the purposes of such communications), at any time after the expiration of two years from the date of recording thereof; and
- 44.3 any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation,

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to any claim (regardless of the parties thereto);
- (b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled;

- (c) references in this Article to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system concerned relating to the transfer of such shares;
- (d) references in this Article to the destruction of any document include references to its disposal in any manner; and
- (e) in relation to uncertificated shares, the provisions of this Article shall apply only to the extent the same are consistent with the Regulations.

TRANSMISSION OF SHARES

45 Transmission on Death

In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share which had been solely or jointly held by him.

46 Person Entitled by Transmission

Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the Member registered as the holder of any such share before his death or bankruptcy or other event, as the case may be.

47 Restrictions on Election

if the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member or other event had not occurred and the notice or transfer were a transfer signed by the Member registered as the holder of any such share.

48 Rights of Persons Entitled by Transmission

A person becoming entitled to a share by reason of the death or bankruptcy of the holder or otherwise by operation of law shall, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company (including meetings of the holders of any class of shares in the Company), provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and, if the notice is not complied with within 60 days, the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.

UNTRACED SHAREHOLDERS

49 Power to Sell Shares

The Company shall be entitled to sell, at the best price reasonably obtainable at the time of sale, any share of a Member or any share to which a person is entitled by transmission if and provided that:

- 49.1 for a period of 12 years no cheque, warrant or order sent by the Company in the manner authorised by these Articles in respect of the share in question has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission; provided that, in such period of 12 years, at least three dividends whether interim or final on or in respect of the share in question have become payable and no such dividend during that period has been claimed; and
- 49.2 the Company has, on or after expiration of the said period of 12 years, by advertisement in both a national newspaper and a newspaper circulating in the area in which the last known address of the Member or the address at which service of notices may be effected in the manner authorised in accordance with the provisions of these Articles is located, given notice of its intention to sell such share (but so that such advertisements need not refer to the names of the holder(s) of the share or identify the share in question); and
- 49.3 the Company has not, during the further period of three months after the publication of such advertisements and prior to the exercise of the power of sale, received any communication from the Member or person entitled by transmission; and

- 49.4 if the shares are admitted to the Official List of the UK Listing Authority or dealt in on the London Stock Exchange, the Company has given notice to a Regulatory Information Service (as defined in the UK Listing Authority Listing Rules) of its intention to sell such shares.

50 Power to Sell Further Shares

If, during any 12 year period or three month period referred to in Articles 49.1 and 49.3 of the preceding Article, further shares have been issued in respect of those held at the beginning of such 12 year period or of any subsequently issued during such periods and all the other requirements of such Article have been satisfied in respect of the further shares, the Company may also sell such further shares.

51 Authority to Effect Sale

To give effect to any sale pursuant to the previous two Articles, the Directors may authorise any person to execute as transferor an instrument of transfer of the said share and such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such share. The transferee shall not be bound to see to the application of the purchase monies and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company (if any)) as the Directors may from time to time think fit.

52 Authority to Cease Sending Cheques

If either (i) on two consecutive occasions cheques, warrants or orders in payment of dividends or other monies payable in respect of any share have been sent through the post or otherwise in accordance with the provisions of these Articles but have been returned undelivered or left uncashed during the periods for which the same are valid or any transfer by bank or other funds transfer system has not been satisfied; or (ii) following one such occasion reasonable enquiries have failed to establish any new address of the registered holder; the Company need not thereafter despatch further cheques, warrants or orders and need not thereafter transfer any sum (as the case may be) in payment of dividends or other monies payable in respect of the share in question until the Member or other person entitled thereto shall have communicated with the Company and supplied in writing to the Office an address for the purpose.

ALTERATION OF CAPITAL

53 Increase of Share Capital

The Company may from time to time by ordinary resolution increase its share capital by such sum, to be divided into shares of such amount, as the ordinary resolution shall prescribe. All new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, forfeiture, lien, transfer and transmission and otherwise.

54 Consolidation, Sub-Division and Cancellation

The Company may by ordinary resolution:

- 54.1 consolidate and divide all or any of its share capital into shares of a larger nominal value than its existing shares;
- 54.2 sub-divide all or any of its share capital into shares of smaller nominal value, provided that:
 - 54.2.1 in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and
 - 54.2.2 the ordinary resolution whereby any share is sub-divided may determine that as between the resulting shares one or more of such shares may be given any preference or advantage or be subject to any restriction as regards dividend, capital, voting or otherwise over the others or any other of such shares;
- 54.3 cancel any shares which, at the date of the passing of the ordinary 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.

55 Fractions of Shares

Subject to any direction by the Company in general meeting, whenever as the result of any consolidation or division of shares Members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine and in particular may sell the shares to which Members are so entitled in fractions to any person (including, subject to the provisions of the Statutes, the Company) and pay and distribute to and amongst the Members entitled to such shares in due proportions the net proceeds of the sales thereof save for individual entitlements (net of expenses) not exceeding £3 which may be retained for the benefit of the Company. For the purpose of giving effect to any such sale the Directors may, in respect of certificated shares, nominate some person to execute a transfer of the shares sold on behalf of the Members so entitled to, or, in respect of uncertificated shares,

nominate any person to transfer such shares in accordance with the facilities and requirements of the relevant system concerned or make such other arrangements as are compatible with the relevant system concerned or, in either case, in accordance with the directions of the buyer thereof and may cause the name of the transferee(s) to be entered in the Register as the holder(s) of the shares comprised in any such transfer, and such transferee(s) shall not be bound to see to the application of the purchase money nor shall such transferee's(s') title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. For the purposes of this Article, any shares representing fractional entitlements to which any Member would, but for this Article, become entitled may be issued in certificated form or uncertificated form.

56 Reduction of Share Capital

Subject to the provisions of the Statutes, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

GENERAL MEETINGS

57 Annual General Meeting

The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Directors shall appoint.

58 Extraordinary General Meetings

All general meetings other than annual general meetings shall be called extraordinary general meetings.

59 Convening of Extraordinary General Meetings

The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Statutes. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum the Directors in the United Kingdom capable of acting may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

60 Length and Form of Notice

An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 clear days' notice, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by not less than 14 clear days' notice. The notice shall specify the place, the day and the time of meeting and, in the case of any special business, the general nature of that business. It shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Statutes or by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company and shall comply with the provisions of the Statutes as to informing Members of their right to appoint proxies. A notice calling an annual general meeting shall specify the meeting as such and a notice convening a meeting to pass an extraordinary resolution or a special resolution as the case may be shall specify the intention to propose the resolution as such.

61 Short Notice

A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed:

- 61.1 in the case of a meeting called as the annual general meeting, by all the Members entitled to attend and vote thereat; and
- 61.2 in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

62 Omission or Non-Receipt of Notice or Proxy

The accidental omission to give notice of a meeting, or to issue an invitation to appoint a proxy with a notice where required by these Articles, to any person entitled to receive notice, or the non-receipt of notice of a meeting or of an invitation to appoint a proxy by any such person, shall not invalidate the proceedings at that meeting.

63 Postponement of General Meetings

If the Directors, in their absolute discretion, consider that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, they may postpone the general meeting to another date, time and/or place. When a meeting is so postponed, notice of the date, time and place of the postponed meeting shall be placed in at least two national newspapers in the United Kingdom. Notice of the business to be transacted at such postponed meeting shall not be required.

PROCEEDINGS AT GENERAL MEETINGS

64 Ordinary and Special Business

All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the receiving of the annual accounts and the reports of the Directors and Auditors on those accounts, the appointment of Directors in place of those retiring, the reappointment of Directors appointed since the last annual general meeting, the appointment of the Auditors (when special notice of the resolution for such appointment is not required by the Statutes) and the fixing of the remuneration of the Auditors or the determination of the manner in which such remuneration is to be fixed.

65 Quorum and Procedure if Quorum not present

- 65.1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business; save as herein otherwise provided, two Members present in person or by proxy and entitled to vote shall be a quorum. The appointment of a chairman of the meeting in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.
- 65.2 If within five minutes (or such longer time as the chairman of the meeting may decide) from the time appointed for the meeting a quorum is not present, the meeting, if convened by or upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such day (being not more than 28 days later), time and place as the chairman of the meeting shall appoint. If at such adjourned meeting a quorum is not present within five minutes from the time appointed therefor, the Member or Members present in person or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

66 Arrangements for Simultaneous Attendance, Security and Orderly Conduct

- 66.1 In the case of any general meeting, the Directors may, notwithstanding the specification in the notice convening the general meeting of the place at which the chairman of the meeting shall preside (the "Principal Place"), make arrangements for simultaneous attendance and participation at other places by Members and proxies and others entitled to attend the general meeting but excluded from the Principal Place under the provisions of this Article 66.
- 66.2 Such arrangements for simultaneous attendance at the general meeting may include arrangements regarding the level of attendance at the other places provided that they shall operate so that any Members and proxies excluded from attendance at the Principal Place are

able to attend at one of the other places. For the purpose of all other provisions of these Articles any such general meeting shall be treated as being held and taking place at the Principal Place.

66.3 The Directors may, for the purpose of facilitating the organisation and administration of any general meeting to which such arrangements apply, from time to time make arrangements, whether involving the issue of tickets (on a basis intended to afford to all Members and proxies and others entitled to attend the meeting an equal opportunity of being admitted to the Principal Place) or the imposition of some random means of selection or otherwise as they shall in their absolute discretion consider to be appropriate, and may from time to time vary any such arrangements or make new arrangements in their place. The entitlement of any Member or proxy or other person entitled to attend a general meeting at the Principal Place shall be subject to such arrangements as may for the time being be in force whether stated in the notice of the general meeting to apply to that Meeting or notified to the Members concerned subsequent to the provision of the notice of the general meeting.

66.4 The Directors or the chairman of the meeting or any person authorised by the Directors may direct that Members, proxies or corporate representatives wishing to attend any general meeting or anyone else permitted by the chairman of the meeting to attend should submit to such searches or other security arrangements or restrictions (including, without limitation, restrictions on items of personal property which may be taken into the meeting) as the Directors or the chairman of the meeting or such person authorised by the Directors shall consider appropriate in the circumstances. Such persons shall be entitled in their absolute discretion to refuse entry to, or to eject from, such general meeting any such person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

66.5 The Directors or the chairman of the meeting or any person authorised by the Directors may, at any meeting, take such action as is thought fit to secure the safety of the people attending the meeting and to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting and the chairman of the meeting's decision on matters of procedure or matters 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.

67 Chairman of General Meetings and Casting Vote

67.1 The chairman, if any, of the board of Directors shall preside as chairman of every general meeting of the Company. If there is no such chairman, or if at any general meeting he shall not be present within five minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Directors present shall select one of their number to be chairman of the meeting; or if no Director is present and willing to take the chair the Members present and entitled to vote shall choose one of their number to be chairman of the meeting.

- 67.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

68 Adjournments

- 68.1 The chairman of the meeting may, at any time without the consent of the meeting, adjourn any meeting (whether or not it has commenced or has already been adjourned or a quorum is present) either *sine die* or to another time or place where it appears to him that (i) the Members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting, (ii) the conduct of any persons prevents or is likely to prevent the orderly continuation of business or (iii) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 68.2 The chairman of the meeting may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, not less than seven clear days' notice of the adjourned meeting shall be given specifying the day, the place and the time of the meeting as in the case of an original meeting, and the provisions of Article 151 apply to notices of any such adjourned meeting as they apply to notices of meetings, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment.

69 Directors' Right to Attend and Speak

Each Director shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the Company. The chairman of the meeting may invite any person to attend and speak at any general meeting of the Company whom the chairman of the meeting considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting.

70 Amendments to Resolutions

If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special or extraordinary resolution no amendment thereto (other than an amendment to correct a patent error) may in any event be considered or voted upon.

71 Method of Voting and Demand for a Poll

- 71.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 71.1.1 by the chairman of the meeting; or
 - 71.1.2 by at least five Members present in person or by proxy and entitled to vote at the meeting; or
 - 71.1.3 by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or
 - 71.1.4 by a Member or Members present in person or by proxy holding shares in the Company 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 shares conferring that right.
- 71.2 Unless a poll is so demanded a declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 71.3 Except as provided in Article 72, if a poll is duly demanded it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting directs and he may appoint scrutineers 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.

72 Timing and Procedure for a Poll

A poll demanded on the election of a chairman of the meeting or on the question of an adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 clear days after the date of the meeting or adjourned meeting at which the poll is demanded) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The demand for a poll may be withdrawn with the consent of the chairman of the meeting at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made.

VOTES OF MEMBERS

73 Votes of Members and of Joint Holders

- 73.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares and to any other provisions of these Articles, on a show of hands every Member present in person shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for each share of which he is the holder.
- 73.2 In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.

74 Voting on behalf of Incapable Member

A Member in respect of whom an order has been made by any court having jurisdiction (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 on his behalf by that court, and such receiver, curator bonis or other person may, on a poll, vote by proxy, provided that evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote has been delivered at the Office (or at such other place as may be specified in accordance with these Articles for the delivery of appointments of proxy) not later than the last time at which an appointment of a proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

75 Suspension of Rights for Non-Payment of Calls and Non-Disclosure of Interests

- 75.1 No Member shall, unless the Directors otherwise determine, be entitled, in respect of any share in the capital of the Company held by him, to be present or to vote on any question, either in person or by proxy, at any general meeting, or separate general meeting of the holders of any class of shares of the Company, or to be reckoned in a quorum, if any call or other sum presently payable by him to the Company in respect of such share remains unpaid.
- 75.2 If any Member, or any other person appearing to the Directors to be interested in any shares in the capital of the Company held by such Member, has been duly served with a notice under section 212 of the Act and is in default for the period of 14 days from the date of service of the notice under the said section 212 in supplying to the Company the information thereby required, then the Company may (at the absolute discretion of the Directors) at any time thereafter by notice (a "**restriction notice**") to such Member direct that, in respect of the shares in relation to which the default occurred and any other shares held at the date of the restriction notice by the Member, or such of them as the Directors may determine from time to time (the "**restricted shares**" which expression shall include any further shares which are issued in respect of any

restricted shares), the Member shall not, nor shall any transferee to which any of such shares are transferred other than pursuant to a permitted transfer or pursuant to Article 75.3.3 below, be entitled to be present or to vote on any question, either in person or by proxy, at any general meeting of the Company or separate general meeting of the holders of any class of shares of the Company, or to be reckoned in a quorum.

- 75.3 Where the restricted shares represent at least 0.25 per cent. (in nominal value) of the issued shares of the same class as the restricted shares, then the restriction notice may also direct that:
- 75.3.1 any dividend or any part thereof or other monies which would otherwise be payable on or in respect of the restricted shares shall be withheld by the Company; shall not bear interest against the Company; and shall be payable (when the restriction notice ceases to have effect) to the person who would but for the restriction notice have been entitled to them; and/or
- 75.3.2 where an offer of the right to elect to receive shares of the Company instead of cash in respect of any dividend or part thereof is or has been made by the Company, any election made thereunder by such Member in respect of such restricted shares shall not be effective; and/or
- 75.3.3 no transfer of any of the shares held by such Member shall be recognised or registered by the Directors unless the transfer is a permitted transfer or:
- (a) the Member is not himself in default as regards supplying the information required; and
 - (b) the transfer is of part only of the Member's holding and, when presented for registration, is accompanied by a certificate by the Member in a form satisfactory to the Directors to the effect that after due and careful enquiry the Member is satisfied that none of the shares the subject of the transfer are restricted shares.

Upon the giving of a restriction notice its terms shall apply accordingly.

- 75.4 The Company shall send a copy of the restriction notice to each other person appearing to be interested in the shares the subject of such notice, but the failure or omission by the Company to do so shall not invalidate such notice.
- 75.5 Any restriction notice shall have effect in accordance with its terms until not more than seven days after the Directors are satisfied that the default in respect of which the restriction notice was issued no longer continues but shall cease to have effect in relation to any shares which are transferred by such Member by means of a permitted transfer or in accordance with Article 75.3.3 above on receipt by the Company of notice that a transfer as aforesaid has been made. The Company may (at the absolute discretion of the Directors) at any time give notice to the Member cancelling, or suspending for a stated period the operation of, a restriction notice in whole or in part.

75.6 For the purposes of this Article 75:

75.6.1 a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification whether following service of a notice under the said section 212 or otherwise which either:

- (a) names such person as being so interested; or
- (b) (after taking into account the said notification and any other relevant information in the possession of the Company) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares; and

75.6.2 a transfer of shares is a permitted transfer if but only if:

- (a) it is a transfer by way of, or in pursuance of, acceptance of a takeover offer for the Company (as defined in section 428 of the Act); or
- (b) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a third party unconnected with the transferring Member or with any other person appearing to the Directors to be interested in such shares (and for the purposes of this Article 75.6.2(b) any associate (as that term is defined in section 435 of the Insolvency Act 1986) of the Member or of any other person appearing to the Directors to be interested in any of the restricted shares shall be deemed to be connected with the transferring Member); or
- (c) the transfer results from a sale made on or through the London Stock Exchange or any stock exchange outside the United Kingdom on which the Company's shares of the same class as the restricted shares are normally dealt in.

75.7 The provisions of this Article 75 are in addition and without prejudice to the provisions of the Statutes.

76 Objections to and errors in Voting

No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, a vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered (or at which the error occurs), and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

77 Voting on a Poll

On a poll votes may be given personally or by proxy and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

78 Execution of Proxies

- 78.1 The appointment of a proxy shall be in any usual or common form, or in any other form which the Directors may approve and shall be:
- 78.1.1 under the hand of the appointor or of his attorney duly authorised in writing; or
- 78.1.2 if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised; or
- 78.1.3 if permitted by the Directors, by electronic communication in the manner and form and subject to such terms and conditions as the Directors may decide.
- 78.2 The signature, if any, on such appointment need not be witnessed.

79 Appointment of Proxies

A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend on the same occasion. Appointment of a proxy shall not preclude a Member from attending and voting in person at the meeting or any adjournment thereof.

80 Delivery of Proxies

- 80.1 The appointment of a proxy shall:
- 80.1.1 (in the case of an appointment not contained in an electronic communication) be deposited at the Office or at such other place or one of such places (if any) within the United Kingdom as is or are specified for that purpose by way of note to the notice convening the meeting or in any document accompanying such notice; or
- 80.1.2 (in the case of an appointment contained in an electronic communication) where an address or other means of communication with the Company has been provided for the purpose of receiving electronic communications in or by way of note to the notice convening the meeting or in any other document accompanying such notice, or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, be received at such address or by such means,

not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote or, in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting, not less than 24 hours before the time appointed for the taking of the poll at which it is to be used, and in default the appointment of a proxy shall not be treated as valid. Failing previous registration with the Company, the power of attorney or other authority, if any, under which the appointment of a

proxy is executed, or a notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of that power of attorney, or a copy in some other way approved by the Directors, shall (whether Article 80.1.1 or 80.1.2 above shall apply) also be deposited or received at the Office or at such other place specified in accordance with Article 80.1.1 above, or (if the Directors so agree) at the address or by the means provided in accordance with Article 80.1.2 above, not later than the time by which the appointment of a proxy is required to be deposited or (as the case may be) received in accordance with this Article.

Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Directors may from time to time permit appointments of a proxy to be made by means of an electronic communication in the form of an Uncertificated Proxy Instruction, (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system concerned)); and may in a similar manner permit supplements to, or amendments or revocations of, any such Uncertificated Proxy Instruction to be made by like means. Notwithstanding any other provision of these Articles, the Directors may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

- 80.2 An appointment of a proxy and any other document referred to in the last sentence of Article 80.1 shall be deemed to have been validly deposited or received in accordance with Article 80.1 if the appointment is received at the Office or at such other place specified in accordance with Article 80.1.1 by facsimile transmission within the period of time specified by Article 80.1 provided that the original appointment in the same form as the appointment received by facsimile transmission is deposited at the place at which the facsimile transmission was received not less than 24 hours before the time appointed for the meeting or adjourned meeting or the holding of a poll subsequently at which the vote is to be used.
- 80.3 If two or more valid but differing appointments of a proxy are delivered or (in the case of electronic communication) received in accordance with Article 80.1 in respect of the same share for use at the same meeting, the one which is last delivered or, as the case may be, received as aforesaid (regardless of its date, its date of sending or the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was delivered or received last, none of them shall be treated as valid in respect of that share.

81 Validity of Proxies

An appointment of a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No appointment of a proxy shall be valid after the expiration of 12 months from the date of its receipt in accordance with Article 80.1 except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within 12 months from that date.

82 Authority of Proxies to call for a Poll

The appointment of a proxy shall be deemed to confer authority on the proxy to demand or join in demanding a poll.

83 Cancellation of Proxy's Authority

A vote given or poll demanded in accordance with the terms of an appointment of a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or determination of the authority of the person voting or demanding a poll, provided that no intimation in writing of such death, insanity, revocation or determination shall have been received by the Company at the Office or such other place (if any) as is specified for depositing the appointment of proxy or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received or by the means of communication by which such appointment was received, in each case in accordance with Article 80.1, before the commencement of the meeting or adjourned meeting or the holding of a poll subsequently thereto at which such vote is given.

84 Written Resolutions

Subject to the provisions of the Statutes, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held, and may consist of two or more documents in like form each signed by one or more of the Members.

85 Corporate Representatives

Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company and such

corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

DIRECTORS

86 Number of Directors

Unless and until the Company in general meeting shall otherwise determine, the maximum number of Directors shall be ten and the minimum number of Directors shall be two. The Company may by ordinary resolution from time to time vary the minimum number and/or maximum number of Directors.

87 Directors' Shareholding Qualification

A Director shall not be required to hold any shares in the capital of the Company. A Director who is not a Member shall nevertheless be entitled to receive notice of and attend and speak at all general meetings of the Company and all separate general meetings of the holders of any class of shares in the capital of the Company.

88 Age of Directors

The provisions of section 293 of the Act (which regulate the appointment and continuation in office of Directors who have attained the age of 70) shall apply to the Company as if references therein to the age of 70 were to the age of 65.

89 Other Interests of Directors

A Director of the Company may be or continue as or become a director or other officer, servant or member of, or otherwise interested in, any body corporate promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received or receivable by him as a director or other officer, servant or member of, or from his interest in, such other body corporate.

90 Directors' Fees and Expenses

- 90.1 The Directors shall be paid out of the funds of the Company by way of fees for their services as Directors such sums (if any) as the Directors may from time to time determine (not exceeding in the aggregate an annual sum (excluding amounts payable under any other provision of these Articles) of £125,000 or such larger amount as the Company may by ordinary resolution determine) and such remuneration shall be divided between the Directors as they shall agree or, failing agreement, equally. Such remuneration shall be deemed to accrue from day to day.

- 90.2 The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or of the holders of any class of shares or debentures of the Company or otherwise in connection with the business of the Company.

91 Additional Remuneration

Any Director who is appointed to any executive office or who serves on any committee or who devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine.

92 Register of Directors' Interests

The Company shall in accordance with the provisions of the Statutes duly keep a register showing, as respects each Director, interests of his in shares in, or debentures of, the Company or associated companies.

ALTERNATE DIRECTORS

93 Alternate Directors

- 93.1 Each Director shall have the power at any time to appoint as an alternate Director either (i) another Director or (ii) any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the Office or at a meeting of the Directors or at some other address specified for the purpose of electronic communications. An alternate Director shall not be required to hold any shares in the capital of the Company and shall not be counted in reckoning the maximum and minimum numbers of Directors allowed or required by Article 86. In this Article 93.1 references to "in writing" and "written" shall include the use of electronic communications delivered to an address which has been specified by the Directors for the purpose of notifying appointments and removals of alternate Directors by means of electronic communications and subject to such terms and conditions, if any, as the Directors may decide.
- 93.2 An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall alone be

responsible to the Company for his own acts and defaults and shall not be deemed to be an agent of his appointor.

- 93.3 An alternate Director shall be entitled (subject to his giving to the Company either an address within the United Kingdom or an address (which shall include any number or address) for the purpose of electronic communications at which notices may be served upon him) to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member, and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as Director of his appointor.
- 93.4 The appointment of an alternate Director shall automatically determine on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.
- 93.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

BORROWING POWERS

94 Directors' Borrowing Powers and Restrictions on Borrowing

- 94.1.1 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any of the undertaking, property and assets (present and future) and uncalled capital of the Company and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or any third party.
- 94.1.2 The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) with a view to securing (but as regards subsidiaries only in so far as by the exercise of such rights or powers of control the Directors can secure) that the aggregate amount from time to time outstanding of all moneys borrowed or secured by the Company and/or any of its subsidiaries (exclusive of moneys outstanding in respect of borrowings by the Company from any such subsidiary or by any such subsidiary from another such subsidiary or from the Company) shall not at any time without the previous sanction of any Ordinary Resolution of the Company exceed an amount equal to twice the Adjusted Capital and Reserves. For the purpose of this Article:-

(a) **"the Adjusted Capital and Reserves"** means the aggregate from time to time of:-

- (i) the amount paid up or credited as paid up on the issued share capital of the Company; and
 - (ii) the amount standing to the credit of reserves (including any share premium account, capital redemption reserve fund and any credit balance on profit and loss account) all as shown by the then latest audited balance sheet but after deducting therefrom any debit balance on profit and loss account (except to the extent that such deduction has already been made) and making adjustments to reflect any variation in the amount of such paid up share capital, share premium account or capital redemption reserve fund since the date of the audited balance sheet;
- (b) the nominal amount of any share capital issued and the principal amount of any moneys borrowed (together in each case with any fixed or minimum premium payable on final repayment) the beneficial interest wherein is owned otherwise than by the Company or a subsidiary and the repayment where of is guaranteed by the Company or by any subsidiary shall (if not otherwise taken into account) be deemed to be moneys borrowed by such guaranteeing company;
- (c) the principal amount owing (otherwise than to the Company or a subsidiary) on any debentures of the Company or any subsidiary howsoever issued (together with all fixed or minimum premium payable on final payment) shall (if not otherwise taken into account) be deemed to be moneys borrowed;
- (d) the principal amount raised by the acceptance of bills by the Company or any subsidiary (not being acceptances or trade bills for the purchase of goods in the ordinary course of business) or by any bank or accepting house under any acceptance credit opened on behalf of the Company or any subsidiary shall be deemed to be moneys borrowed;
- (e) the nominal amount of any issued share capital of a subsidiary (not being equity share capital) owned otherwise than by the Company or a subsidiary (together with any fixed or minimum premium payable on final payment) shall be deemed to be moneys borrowed;
- (f) moneys accepted by the Company or any subsidiary in the ordinary course of business for the credit of any current or deposit account whether or not security is given and moneys borrowed by the Company or any subsidiary in the ordinary course of banking business on terms that the same are repayable on demand or not more than six months after demand whether or not security is given shall not be treated as money borrowed or secured;
- (g) moneys borrowed or secured by the Company or any subsidiary for the purpose of redeeming or repaying within six months any borrowed or secured by the Company or

any subsidiary shall not be treated as moneys borrowed or secured pending their application for that purpose within such period;

- (h) an amount equal to the aggregate sum remaining borrowed or secured by any company becoming a subsidiary of the Company immediately after it becomes such a subsidiary shall at the time it becomes such a subsidiary and for a period of six months thereafter, and an amount equal to the aggregate sum remaining secured on any assets acquired by the Company or any of its subsidiaries immediately after such acquisition shall, at the time of such acquisition and for a period of six months thereafter, be deducted in calculating the aggregate amount from time to time outstanding of all moneys borrowed or secured;
- (i) where the amount of moneys borrowed or secured is increased by a change in currency exchange rates, the amount of such increase shall, for a period of six months thereafter, be deducted in calculating the aggregate amount from time to time outstanding of all moneys borrowed or secured; and
- (j) **"audited balance sheet"** shall mean the audited balance sheet of the Company unless at the date of the then latest such balance sheet there shall have been made up and audited a consolidated balance of the Company and its subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Companies Acts) and in the latter event "audited balance sheet" shall mean the audited consolidated balance sheet of the Company and such subsidiaries and the references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiaries.

A certificate or report by the Auditors for the time being of the Company as to the amount of the Adjusted Capital and Reserves or the amount of moneys borrowed or secured to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article.

- 94.1.3 Notwithstanding the foregoing no lender or other person dealing with the Company shall be concerned to see to or inquire whether the limit imposed by this article is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that that limit hereby implied had been or was thereby exceeded.

POWERS AND DUTIES OF DIRECTORS

95 Powers of Company Vested in the Directors

The business of the Company shall be managed by the Directors, who may exercise all the powers of the Company subject, nevertheless, to the provisions of these Articles and of the Statutes, and to such directions as may be given by the Company in general meeting by special resolution, provided that no alteration of the memorandum of association or these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if such alteration had not been made or such direction had not been given. The general powers conferred upon the Directors by this Article shall not be deemed to be abridged or restricted by any specific power conferred upon the Directors by any other Article.

96 Pensions, Insurance and Gratuities for Directors and Others

- 96.1 The Directors may exercise all the powers of the Company to give or award pensions, annuities, gratuities or other retirement, superannuation, death or disability allowances or benefits (whether or not similar to the foregoing) to (or to any person in respect of) any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any body corporate which is or was a subsidiary undertaking or a parent undertaking of the Company or another subsidiary undertaking of a parent undertaking of the Company or otherwise associated with the Company or any such body corporate, or a predecessor in business of the Company or any such body corporate, and to the wives, widows, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of schemes, trusts and funds (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them, and so that any Director or former Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such trust, fund or scheme or otherwise).
- 96.2 Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company, or of any other body (whether or not incorporated) which is or was its parent undertaking or subsidiary undertaking or another subsidiary undertaking of any such parent undertaking (together "**Group Companies**") or otherwise associated with the Company or any Group Company or in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, or who are or were at any time trustees of (or directors of trustees of) any pension, superannuation or similar fund, trust or scheme or any employees' share scheme or other scheme or arrangement in which any employees of the Company or of any such other body are interested, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution

and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body, fund, trust, scheme or arrangement.

97 Local Boards

The Directors may make such arrangements as they think fit for the management and transaction of the Company's affairs in the United Kingdom and elsewhere and may from time to time and at any time establish any local boards or agencies for managing any of the affairs of the Company in any specified locality, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration. The Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors (other than the powers of borrowing and of making calls), with power to sub-delegate, and may authorise the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

98 Attorneys

The Directors may from time to time and at any time by power of attorney appoint any body corporate, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

99 Official Seal

The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and the powers conferred by section 40 of the Act with regard to having an official seal for sealing and evidencing securities, and such powers shall be vested in the Directors.

100 Overseas Branch Register

The Company may exercise the powers conferred upon the Company by the Statutes with regard to the keeping of an overseas branch register, and the Directors may (subject to the

provisions of the Statutes) make and vary such regulations as they may think fit concerning the keeping of any such register.

101 Directors' Permitted Interests and Entitlement to Vote

- 101.1 Subject to the provisions of the Statutes, a Director may hold any other office or place of profit under the Company, except that of Auditor, in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other Article. No Director or intending Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either with regard to his tenure of any such other office or place of profit or any such acting in a professional capacity or as a seller, buyer or otherwise. Subject to the provisions of the Statutes and save as therein provided no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be liable to be avoided, nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the Company for any profit or other benefit realised by any such contract, arrangement, transaction or proposal by reason of such Director holding that office or of the fiduciary relationship thereby established, but he shall declare the nature of his interest in accordance with the Statutes.
- 101.2 Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or any other proposal whatsoever in which he has an interest which (together with any interest of any person connected with him within the meaning of section 346 of the Act) is to his knowledge a material interest otherwise than by virtue of interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
- 101.3 A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:
- 101.3.1 the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
- 101.3.2 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

- 101.3.3 any proposal concerning an offer of securities of or by the Company or any of its subsidiary undertakings in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
- 101.3.4 any contract, arrangement, transaction or other proposal concerning any other body corporate in which he or any person connected with him (within the meaning of section 346 of the Act) is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he and any persons so connected with him do not to his knowledge hold an interest (within the meaning of sections 198 to 211 of the Act) in one per cent. or more of any class of the equity share capital of such body corporate or of the voting rights available to members of the relevant body corporate;
- 101.3.5 any contract, arrangement, transaction or other proposal for the benefit of employees of the Company or any of its subsidiary undertakings which does not accord to him any privilege or advantage not generally accorded to the employees to whom the scheme relates; and
- 101.3.6 any proposal concerning any insurance which the Company is to purchase and/or maintain for the benefit of any Directors or for the benefit of persons including Directors.
- 101.4 A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the *termination thereof*.
- 101.5 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under paragraph 101.3.4 of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 101.6 If any question shall arise at any meeting as to the materiality of an interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.
- 101.7 Subject to the provisions of the Statutes the Company may by ordinary resolution suspend or relax the provisions of this Article to any extent or ratify any contract, arrangement or transaction not duly authorised by reason of a contravention of this Article.

102 Exercise of Company's Voting Powers

The Directors may exercise or procure the exercise of the voting rights conferred by the shares in any other body corporate held or owned by the Company or any power of appointment in relation to any other body corporate, and may exercise any voting rights or power of appointment to which they are entitled as directors of such other body corporate, in such manner as they shall in their absolute discretion think fit, including the exercise thereof in favour of appointing themselves or any of them as directors, officers or servants of such other body corporate, and fixing their remuneration as such, and may vote as Directors of the Company in connection with any of the matters aforesaid.

103 Signing of Cheques etc

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time determine.

104 Minutes

- 104.1 The Directors shall cause minutes to be made in books provided for the purpose:
 - 104.1.1 of all appointments of officers made by the Directors;
 - 104.1.2 of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - 104.1.3 of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors.
- 104.2 It shall not be necessary for Directors present at any meeting of Directors or committee of Directors to sign their names in the minute book or other book kept for recording attendance. Any such minute as aforesaid, if purporting to be signed by the chairman of the meeting at which the proceedings were had, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.

DISQUALIFICATION OF DIRECTORS

105 Vacation of a Director's Office

The office of a Director shall be vacated in any of the following events, namely:

- 105.1 if he ceases to be a Director by virtue of section 293 of the Act;

- 105.2 if a bankruptcy order is made against him or he makes any arrangement or composition with his creditors generally;
- 105.3 if he becomes prohibited by law from acting as a Director;
- 105.4 if, in England or elsewhere, an order is made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs;
- 105.5 *if he resigns his office by notice to the Company or offers to resign and the Directors resolve to accept such offer;*
- 105.6 if, not having leave of absence from the Directors, he and his alternate (if any) fail to attend the meetings of the Directors for six successive months, unless prevented by illness, unavoidable accident or other cause which may seem to the Directors to be sufficient, and the Directors resolve that his office be vacated;
- 105.7 if, by notice in writing delivered to or received at the Office or at some other address specified for the purpose of electronic communications or tendered at a meeting of the Directors, his resignation is requested by all of the other Directors (but so that this shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company). In this Article 105.7 references to "**in writing**" shall include the use of electronic communications delivered to an address which has been specified by the Directors for the purpose of receiving such resignation request by means of electronic communications and subject to such terms and conditions, if any, as the Directors may decide.

RETIREMENT AND SUBMISSION FOR RE-ELECTION OF DIRECTORS

106 Regular Submission of Directors for Re-Election

At every annual general meeting, there shall retire from office any Director who shall have been a Director at each of the preceding two annual general meetings and who was not appointed or re-appointed by the Company in general meeting at, or since, either such meeting. A retiring Director shall be eligible for re-appointment. A Director retiring at a meeting shall, if he is not re-appointed at such meeting, retain office until the meeting appoints someone in his place, or if it does not do so, until the conclusion of such meeting.

107 Appointment of Directors by Separate Resolution

A single resolution for the appointment of two or more persons as Directors shall not be put at any general meeting, unless an ordinary resolution that it shall be so put has first been agreed to by the meeting without any vote being given against it.

108 Persons Eligible for Appointment

No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for appointment to the office of Director at any general meeting unless not less than seven nor more than 42 days before the date appointed for the meeting there shall have been left at the Office notice in writing, signed by a Member duly qualified to attend and vote at such meeting, of his intention to propose such person for appointment, and also notice in writing signed by that person of his willingness to be appointed.

109 Casual Vacancies and Additional Directors - Powers of Company

Subject as aforesaid, the Company may from time to time by ordinary resolution appoint a person who is willing to be a Director either to fill a casual vacancy or as an additional Director.

110 Casual Vacancies and Additional Directors - Powers of Directors

The Directors shall have power at any time, and from time to time, to appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number, if any, fixed by or pursuant to these Articles. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for reappointment. If not reappointed at such meeting, he shall vacate office at the conclusion thereof.

111 Power of Removal by Ordinary Resolution

The Company may by ordinary resolution, of which special notice has been given in accordance with the provisions of the Statutes, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

112 Appointment of Replacement Director

Subject to Article 108, the Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding Article.

PROCEEDINGS OF DIRECTORS

113 Board Meetings and Participation

The Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Without prejudice to the foregoing, all or any of the Directors or of the

members of any committee of the Directors may participate in a meeting of the Directors or of that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and to address each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the *Chairman of the meeting* is then present. The word "**meeting**" in these Articles shall be construed accordingly.

114 Quorum at Board Meetings

The Directors may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum.

115 Voting at Board Meetings

Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to a Director who is not within the United Kingdom. Any Director may waive notice of any meeting and any such waiver may be retrospective.

116 Notice of Board Meetings

Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, whether or not out of the United Kingdom. In this Article 116 references to "**in writing**" include the use of electronic communications delivered to an address which has been specified by a Director for the purpose of his receiving notices of board meetings by means of electronic communications and subject to such terms and conditions, if any, as the Directors may decide.

117 Directors below Minimum

The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may

act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

118 Appointment of Chairman and Deputy Chairman of Meetings

The Directors may elect one of their number as a chairman of their meetings, and one of their number to be the deputy chairman of their meetings and may at any time remove either of them from such office; but if no such chairman or deputy chairman is elected, or if at any meeting neither the chairman nor the deputy chairman is present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number to be chairman of such meeting.

119 Delegation of Directors' Powers to Committees

The Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve any payment to or the conferring of any other benefit on all or any of the Directors) to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee any reference in these Articles to the exercise by the Directors of such power or discretion shall be read and construed as if it were a reference to the exercise of such power or discretion by such committee. Any committee so formed shall in the exercise of the powers and discretions so delegated conform to any regulations that may from time to time be imposed by the Directors in default of which the meetings and proceedings of a committee consisting of more than one member shall be governed *mutatis mutandis* by the provisions of these Articles regulating the proceedings and meetings of the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee.

120 Validity of Directors' Acts

All acts done by any meeting of the Directors or of a committee of the Directors or by any person acting as a Director or as a member of a committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any of the persons acting as aforesaid, or that any of such persons were disqualified from holding office or not entitled to vote, or had in any way vacated office, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or member of the committee and was entitled to vote.

121 Written Resolution of Directors

A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors or by all the members of a committee for the time being, shall be as valid and effective for all purposes as a resolution passed at a meeting duly convened and held, and may consist of two or more documents in like form each signed by one or more of the Directors or members of such committee. Such a resolution in writing need not be signed by an alternate Director if it is signed by the Director who appointed him.

MANAGING AND EXECUTIVE DIRECTORS

122 Appointment of Executive Directors

Subject to the provisions of the Statutes, the Directors may from time to time appoint one or more of their body to the office of Managing Director or to hold such other executive office in relation to the management of the business of the Company as they may decide, for such period and on such terms as they think fit, and, subject to the terms of any service contract entered into in any particular case and without prejudice to any claim for damages such Director may have for breach of any such service contract, may revoke such appointment. Without prejudice to any claim for damages such Director may have for breach of any service contract between him and the Company, his appointment shall be automatically determined if he ceases from any cause to be a Director.

123 Remuneration of Executive Directors

The salary or remuneration of any Managing Director or such executive Director of the Company shall, subject as provided in any contract, be such as the Directors may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, and may include the making of provisions for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance and other benefits, or may be upon such other terms as the Directors determine.

124 Powers of Executive Directors

The Directors may entrust to and confer upon a Managing Director or such executive Director any of the powers and discretions exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and discretions and may from time to time revoke, withdraw, alter or vary all or any of such powers or discretions.

SECRETARY

125 Appointment and Removal of Secretary

Subject to the provisions of the Statutes, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit and any Secretary may be removed by them.

THE SEAL

126 Use of Seal

- 126.1 The Directors shall provide for the safe custody of the Seal and any official seal kept under section 40 of the Act, and neither shall be used without the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. Every instrument to which either shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors, save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical or electronic means.
- 126.2 Where the Statutes so permit, any instrument signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to be a deed without the authority of the Directors or of a committee authorised by the Directors in that behalf. The Directors may by resolution determine that such signatures or either of them shall be affixed by some method or system of mechanical or electronic means.

RESERVE

127 Establishment of Reserve

- 127.1 All surpluses arising from the realisation or revaluation of investments, other accretions of capital and all other capital profits shall be credited to a reserve or reserves to be established by the Directors (the "**Capital Reserve**"). Any loss realised on the sale, repayment or payment of any investments or other capital assets and any expenses, loss or liability (or provision therefor) *properly chargeable to capital shall be carried to the debit of the Capital Reserve. All sums carried and standing to the credit of the Capital Reserve may be applied for any of the purposes to which sums standing to any revenue reserve are applicable except and provided that no part of the Capital Reserve shall be transferred to the revenue reserves of the Company or be applied in paying dividends on any shares in the Company or, subject as hereinafter provided, be regarded or treated as profits of the Company available for distribution (as defined by section 263(2) of the Companies Act 1985) provided that the Company shall not be prohibited from redeeming or purchasing its own shares in accordance with section 160 or 162 of the Act out of*

its capital profits. Any determination of the Directors that any amount received or receivable by the Company or any expenses, loss or liability incurred by or on behalf of the Company is to be dealt with as income or capital or partly one way and partly the other shall be conclusive.

- 127.2 Subject to Article 130.1 and to the provisions of the Statutes, the Directors may from time to time set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

DIVIDENDS

128 Declarations of Dividends by Company

The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

129 Payment of Interim and Fixed Dividends by Directors

- 129.1 Subject to the provisions of the Statutes, the Directors:
- 129.1.1 may from time to time pay such interim dividends as they think fit;
- 129.1.2 may also pay the fixed dividends payable on any shares of the Company half-yearly or otherwise on fixed dates.
- 129.2 If 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 in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.

130 Restrictions on Dividends

- 130.1 No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Statutes.
- 130.2 No dividend or other distribution shall be made or paid by the Company on any of its shares (other than the Management Shares and any Deferred Shares for the time being in issue) between a Conversion Share Calculation Date and the Conversion Date relating to the same

Conversion (both dates inclusive) and no such dividend shall be declared with a record date falling between a Conversion Share Calculation Date and the Conversion Date relating to the same Conversion (both dates inclusive).

131 Calculation of Dividends

Subject to the rights of persons, if any, entitled to shares with any priority, preference or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share. 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 if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly.

132 Deductions of Amounts due on Shares and Waiver of Dividends

- 132.1 The Directors may deduct from any dividend or other monies payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares of the Company.
- 132.2 The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

133 Dividends other than in Cash

Any general meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other body corporate, and the Directors shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

134 Payment Procedure

- 134.1 All dividends and other distributions shall be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at such other time and/or date as the Company by ordinary resolution or the Directors may determine.
- 134.2 The Company may pay any dividend or other monies payable in cash in respect of shares by direct debit, bank or other funds transfer system (subject always, in the case of uncertificated shares, *to the facilities and requirements of the relevant system concerned, where payment is to be made by means of such system*), or by cheque, dividend warrant or money order and may remit the same by post directed to the registered address of the holder or person entitled thereto (or, in the case of joint holders or of two or more persons entitled thereto, to the registered address of the person whose name stands first in the Register), or to such person and to such address as the holder or joint holders or person or persons may in writing direct, and the Company shall not be responsible for any loss of any such cheque, warrant or order nor for any loss in the course of any such transfer or where it has acted on any such directions. Every such *cheque, warrant or order shall be made payable to, or to the order of, the person to whom it is sent, or to, or to the order of, such person as the holder or joint holders or person or persons entitled may in writing direct*, and the payment of such cheque, warrant or order shall be a good discharge to the Company. Any one of two or more joint holders of any share, or any one of two or more persons entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, may give effectual receipts for any dividends or other monies payable or property distributable on or in respect of the share.

135 Interest

Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other monies payable on or in respect of a share shall bear interest against the Company.

136 Forfeiture of Dividends

All dividends or other sums payable on or in respect of any share which remain unclaimed may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of 12 years or more after becoming due for payment shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.

CAPITALISATION OF PROFITS AND SCRIP DIVIDENDS

137 Power to Capitalise

Subject to the provisions of Article 138, the Directors may capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (including any share premium account and capital redemption reserve) or to the credit of the profit and loss account (in each case, whether or not such amounts are available for distribution), and appropriate the sum resolved to be capitalised either:

- 137.1 to the holders of ordinary shares (on the Register at such time on such date as may be specified in, or determined as provided in, the resolution of the general meeting granting authority for such capitalisation) who would have been entitled thereto if distributed by way of dividend and in the same proportions; and the Directors shall apply such sum on their behalf either in or towards paying up any amounts, if any, for the time being unpaid on any shares held by such holders of ordinary shares respectively or in paying up in full at par unissued shares or debentures of the Company *to be allotted credited as fully paid up to such holders of ordinary shares in the proportions aforesaid, or partly in the one way and partly in the other; or*
- 137.2 to such holders of ordinary shares who may, in relation to any dividend or dividends, validly accept an offer or offers on such terms and conditions as the Directors may determine (and subject to such exclusions or other arrangements as the Directors may consider necessary or expedient to deal with legal or practical problems in respect of overseas shareholders or in respect of shares represented by depository receipts) to receive new ordinary shares, credited as fully paid up, in lieu of the whole or any part of any such dividend or dividends (any such offer being called a "**Scrip Dividend Offer**"); and the Directors shall apply such sum on their behalf in paying up in full at par unissued shares (in accordance with the terms, conditions and exclusions or other arrangements of the Scrip Dividend Offer) to be allotted credited as fully paid up to such holders respectively.

138 Authority Required

- 138.1 The authority of the Company in general meeting shall be required before the Directors implement any Scrip Dividend Offer (which authority may extend to one or more offers).
- 138.2 The authority of the Company in general meeting shall be required for any capitalisation pursuant to Article 137 above.
- 138.3 A share premium account and a capital redemption reserve and any other amounts which are not available for distribution may only be applied in the paying up of unissued shares to be allotted to holders of ordinary shares of the Company credited as fully paid up.

139 Provision for fractions etc.

Whenever a capitalisation requires to be effected, the Directors may do all acts and things which they may consider necessary or expedient to give effect thereto, with full power to the Directors to make such provision as they think fit for the case of shares or debentures becoming distributable in fractions (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned) and also to authorise any person to enter on behalf of all Members concerned into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

ACCOUNTING RECORDS

140 Accounting Records to be kept

The Directors shall cause accounting records to be kept in accordance with the provisions of the Statutes.

141 Location of Accounting Records

The accounting records shall be kept at the Office or, subject to the provisions of the Statutes, at such other place or places as the Directors think fit.

142 Inspection of Accounting Records

The accounting records shall always be open to the inspection of the officers of the Company.

143 Power to extend inspection to Members

The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Directors.

144 Limit on Members' right to inspect

No Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

AUDIT

145 Appointment of Auditors

Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.

NOTICES

146 Service of Notice and Curtailment of Postal Service

- 146.1 A notice or other document (including a share certificate) may be given by the Company to any Member:
- 146.1.1 personally; or
- 146.1.2 by sending it by post addressed to him at his registered address or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him; or
- 146.1.3 by sending it using electronic communication to an address for the time being notified for that purpose to the Company by that Member in a manner specified by the Directors or as otherwise permitted by the Statutes.
- 146.2 If at any time by reason of the suspension or any curtailment of postal services in the United Kingdom or of means of electronic communication, the Company is unable in the opinion of the Directors effectively to convene a general meeting by notices sent through the post or (in the case of those Members in respect of whom an address has for the time being been notified to the Company, in a manner specified by the Directors, for the purpose of giving notices by electronic communication) by electronic communication, a general meeting may be convened by a notice advertised in at least one national newspaper and such notice shall be deemed to have been duly served on all Members and other persons entitled thereto at noon on the day when the advertisement has appeared. In any such case the Company shall send confirmatory copies of the notice by post or (as the case may be) by electronic communication if, at least seven days prior to the date of the general meeting, the posting of notices to addresses throughout the United Kingdom or (as the case may be) the sending of notices by electronic communication again becomes, in the opinion of the Directors, practicable.

147 Members Resident Abroad

A Member who has no registered address within the United Kingdom, and has not supplied to the Company an address within the United Kingdom, shall not be entitled to receive any notice or other documents from the Company. Without prejudice to the generality of the foregoing, such a Member shall not be entitled to receive any notice or other documents from the

Company even if he has supplied an address for the purpose of receiving electronic communications.

148 Notice Deemed Served

- 148.1 Where a notice or other document is sent by post, service of the notice or other document shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice or other document, and to have been effected at the latest at the expiration of 24 hours if prepaid as first-class and at the latest at the expiration of 72 hours if prepaid as second-class after the letter containing the same is posted. In proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and stamped and put in the post.
- 148.2 Where a notice or other document is sent using electronic communications, service of the notice or other document shall be deemed to be effected by sending it using electronic communications to an address for the time being notified to the person giving the notice or as otherwise permitted by the Statutes for that purpose, and to have been effected at the latest at the expiration of 24 hours from when it was sent. In proving such service it shall be sufficient to prove that the notice or other document was sent in accordance with guidance from time to time issued by the Institute of Chartered Secretaries and Administrators.

149 Notice to Joint Holders

A notice or other document may be given by the Company to the joint holders of a share by giving the notice or other document to the joint holder first named in the Register in respect of the share.

150 Service of Notice on Persons entitled by Transmission

A notice or other document may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law by sending it through the post in a prepaid letter, or by sending it using electronic communication as hereinafter mentioned, in each case addressed to them by name, or by the title of *representatives of the deceased, or trustee of the bankrupt, or by any like description, to (in the case of a notice or other document being sent through the post) the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled or (in the case of a notice or other document being sent by using electronic communication) to an address for the time being notified for that purpose by such persons to the Company, in a manner specified by the Company, by those persons or as otherwise permitted by the Statutes, or (until such an address has been so supplied or notified) by giving the notice or other document in any manner in which the same might have been given if the death or bankruptcy or other event had not occurred.*

ELECTRONIC COMMUNICATION

151 Electronic Communication

Notwithstanding anything in these Articles to the contrary, but subject to the Statutes:

- 151.1 any notice or other document to be given or sent to any person by the Company is also to be treated as given or sent where:
 - 151.1.1 the Company and that person have agreed that any notice or other document required to be given or sent to that person may instead be accessed by him on a website;
 - 151.1.2 the meeting (in the case of a notice of meeting) or other document (in any other case) is one to which that agreement applies;
 - 151.1.3 that person is notified, in a manner for the time being agreed between him and the Company, of the publication of the notice or (as the case may be) other document on a website, the address of that website and the place on that website where the notice or (as the case may be) other *document may be accessed and how it may be accessed*;
 - 151.1.4 in the case of a notice of meeting, such notice of meeting is published in accordance with Article 151.2 below and the notification referred to in Article 151.1.3 above states that it concerns a notice of a company meeting served in accordance with the Act; specifies the place, date and time of the meeting; and states whether the meeting is to be an annual or extraordinary general meeting; and
 - 151.1.5 in the case of a document referred to in section 238 of the Act, and in the case of a document comprising a summary financial statement referred to in section 251 of the Act, such document is published in accordance with Article 151.2 below;

and, in the case of a notice of meeting or other document so treated, such notice or other document is to be treated as so given or sent, as the case may be, at the time of the notification mentioned in Article 151.1.3 above; and
- 151.2 where a notice of meeting or other document is required by Articles 151.1.4 or 151.1.5 above to be published in accordance with this Article 151.2, it shall be treated as so published only if:
 - 151.2.1 in the case of a notice of meeting, the notice is published on the website throughout the period beginning with the giving of the notification referred to in Article 151.1.3 above and ending with the conclusion of the relevant meeting; and
 - 151.2.2 in the case of a document referred to in Article 151.1.5 above, the document is published on the website throughout the period beginning at least 21 days before the date of the relevant meeting

and ending with the conclusion of the meeting and the notification referred to in Article 151.1(c) above is given not less than 21 days before the date of the meeting,

but so that nothing in this Article 151.2 shall invalidate the proceedings of the meeting where the notice or other document is published for a part, but not all, of the period mentioned in Article 152.2.1 or, as the case may be, Article 151.2.2 and the failure to publish the notice or other document throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid; and

- 151.3 the Directors may from time to time make such arrangements or regulations (if any) as they may from time to time in their absolute discretion think fit in relation to the giving of notices or other documents by electronic communication by or to the Company and otherwise for the purpose of implementing and/or supplementing the provisions of these Articles and the Statutes in relation to electronic communication; and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article.

PROVISION FOR EMPLOYEES

152 Provision for Employees

The power conferred upon the Company by section 719 of the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, in connection with the cessation or the transfer to any person of the whole or part of the *undertaking of the Company or any subsidiary shall only be exercised by the Company with the prior sanction of a special resolution*. If at any time the capital of the Company is divided into different classes of shares, the exercise of such power as aforesaid shall be deemed to be a variation of the rights attached to each class of shares in issue and shall accordingly require either (i) the prior consent in writing of the holders of three-fourths of the issued shares or (ii) the prior sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of each class, in accordance with the provisions of Article 16.

WINDING UP

153 Distribution of Assets

If the Company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Statutes, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon

such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities or other assets whereon there is any liability.

INDEMNITY

154 Right to indemnity

154.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may be otherwise entitled, every Director, alternate Director, Auditor (but only at the discretion of the Directors), Secretary or other officer of the Company:

(a) shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution and/or discharge of his duties or exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred in defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have being done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by any court of competent jurisdiction from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company; and

(b) without prejudice to Article 154.1(a), may, at the discretion of the Board, be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities that are incurred by him in the actual or purported execution and/or discharge of his duties or exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office to the extent that such person has not been indemnified pursuant to Article 154.1(a),

Provided that this Article 154 shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article 154, or any element of it, to be treated as void under the Act.

REDEMPTION OF SHARES

155 Redemption of Ordinary Shares

Subject to the provisions of the Act and to the provision of these Articles and subject to the Regulations and the practices instituted by the Operator (as defined in the Regulations):

- 155.1 the Directors shall be entitled in their absolute discretion to determine the procedures for the redemption of the Ordinary Shares. Without prejudice to the generality of the foregoing, and in the absence of any such determination as aforesaid, the following provisions shall apply:
- 155.1.1 Each holder of Ordinary Shares may in relation to any Dealing Date, and in the manner prescribed by the Redemption Request, tender for redemption, in the manner prescribed in Article 155.1.2 to 155.1.6 (inclusive), all or any of the Ordinary Shares comprised in his holding for the time being of Ordinary Shares, provided that a holder of Ordinary Shares may only tender for redemption on a Dealing Date such Ordinary Shares that have been beneficially held *continuously on and since the Record Date for that Dealing Date*.
- 155.1.2 The right to tender for redemption Ordinary Shares in certificated or uncertificated form on any Dealing Date shall be exercised by the holder delivering to the Registrars (or to such other person as the Directors may designate for this purpose) a duly completed Redemption Request so as to be received by the Registrars not more than 20 nor less than 10 days prior to such Dealing Date (unless otherwise agreed by the Directors).
- 155.1.3 Holders of Ordinary Shares in certificated form shall also be required to deliver with the Redemption Request the certificate(s) in respect of the Ordinary Shares tendered for redemption and such other evidence as the Directors may reasonably require to establish the title of the holder(s) and the due execution by him of the Redemption Request or, if the Redemption Request is executed by some other person on his behalf, the authority of that other person to do so.
- 155.1.4 Holders of Ordinary Shares in uncertificated form shall also be required to deliver with the Redemption Request such other evidence as the Directors may reasonably require to establish the title of the relevant Ordinary Shareholder(s) and the due execution by him of the Redemption Request or, if the Redemption Request is executed by some other person on his behalf, the authority of that other person to do so. In addition, such Ordinary Shareholder(s) must also send a properly authenticated Unmatched Stock Event ("**USE**") instruction to effect the transfer of the number of Ordinary Shares which the Ordinary Shareholder wishes to redeem from his CREST stock account to the Registrar's specified CREST account. The transfer to the Registrar's CREST account must be effected no later than 3.00 p.m. on the day falling 10 days before the relevant Dealing Date. Following the transfer to the Registrar's CREST account and pending redemption of all or part of the Ordinary Shares, shareholders shall not be entitled to dispose of, encumber, charge or deal in any way whatsoever with the Ordinary Shares which have been so transferred except in the circumstances described in Article 155.1.16 below.
- 155.1.5 Other than during any period of suspension of trading of the Ordinary Shares, a Redemption Request once given may not be withdrawn otherwise than with the prior consent of the Company (which the Directors shall be entitled in their absolute discretion to withhold) but shall only be

deemed to have effect in relation to the next following Dealing Date after its valid delivery and receipt and not in relation to any other subsequent Dealing Date.

- 155.1.6 During any period of suspension of trading of the Ordinary Shares, a Shareholder may by notice in writing withdraw his Redemption Request. If the Redemption Request is not withdrawn it shall have effect on the Dealing Date immediately following the date on which trading of the Ordinary Shares ceases to be suspended.
- 155.1.7 If the Redemption Price is calculated by reference to the Dealing Value per Ordinary Share, within 10 Business Days after the relevant Dealing Date the Company shall notify relevant shareholders of the number of Ordinary Shares redeemed in respect of such holdings and the price at which such shares have been redeemed, and shall dispatch the redemption monies to those Shareholders whose Ordinary Shares have been redeemed.
- 155.1.8 If the Redemption Price is determined by reference to a Redemption Pool, within 10 Business Days after the relevant Dealing Date the Company shall notify relevant shareholders of the number of Ordinary Shares redeemed in respect of such holdings. As soon as practicable after the realisation of the assets comprised in the Redemption Pool, the Company shall notify the relevant shareholders of the Redemption Price per share and shall dispatch the net redemption monies to those shareholders whose Ordinary Shares have been redeemed. The Company may make interim distributions in respect of the Redemption Price in the event that there is a delay in realising all the assets comprised in the Redemption Pool.
- 155.1.9 The Company shall not be liable for any loss or damage suffered or incurred by any shareholder or other person as a result of or arising out of late settlement, howsoever such loss or damage may arise.
- 155.1.10
- (a) Payment of the Redemption Price in respect of any Ordinary Shares in certificated form will be made by cheque or warrant made payable to the relevant shareholder, or in the case of joint holders, to such relevant joint holders or to such person or persons as the relevant shareholder or all the relevant joint holders may direct in writing and shall be sent (at the risk of the relevant shareholders) to the address specified by that shareholder (or, if none is specified, to the address (being an address outside the United States, Canada, Australia or Japan) of the shareholder as entered in the register of Members in respect of such Ordinary Shares). Due payment of the cheques or warrant shall be in satisfaction of the Redemption Price represented thereby; and
 - (b) each payment in respect of Ordinary Shares held in uncertificated form will be made by electronic transmission to an account in accordance with the mandate instructions in writing acceptable to the Company given by the relevant shareholder.

- 155.1.11 The Company shall procure that in relation to any Ordinary Shares held in certificated form which have not been so redeemed, a balance certificate in respect of such number of unredeemed Ordinary Shares shall be sent (at the risk of the Ordinary shareholder) to the address specified by that shareholder, or in the case of joint holders, all of the relevant joint holders (or, if none is specified, to the address (being an address outside the United States, Canada, Australia or Japan) of the shareholder(s) as entered in the register of members) within 14 Business Days after the relevant Dealing Date.
- 155.1.12 In the event that the Directors exercise their discretion not to redeem all or any of the Ordinary Shares held in uncertificated form which are the subject of a Redemption Request, the Company shall procure that in relation to such Ordinary Shares which have not been so redeemed the Registrars will as soon as reasonably practicable after the relevant Dealing Date send instructions to CRESTCo to transfer the relevant number of Ordinary Shares held in the name of the Registrar's CREST account to the original CREST account of the shareholder concerned.
- 155.1.13 All documents, instructions and remittances sent by, to or from a shareholder or their appointed agents will be sent at their own risk.
- 155.1.14 At a shareholder's request, the Directors will have the discretion to satisfy Redemption Requests by making an *in specie* distribution of assets comprised in the Company's portfolio having a value as at the date of such distribution equal to the Redemption Price which would otherwise have been payable and, so far as reasonably practicable, will represent a proportionate share of all the investments held by the Company. All the costs incurred in satisfying such Redemption Request, including but not limited to stamp duty, shall be for the account of the Shareholder requesting such *in specie* redemption.
- 155.1.15 The Company may seek to match Redemption Requests and subscription requests received for the same Dealing Date. In such circumstances all or some of the Ordinary Shares which are the subject of a Redemption Request will not be redeemed by the Company but instead shall be transferred to the subscriber with effect from the relevant Dealing Date. The price at which such transfers will be made will not be less than the Redemption Price which the shareholder requesting redemption would have received if the Redemption Price had been determined by reference to the Dealing Value per Ordinary Share applicable on the relevant Dealing Date and shall not be more than the Dealing Value per Ordinary Share at which Ordinary Shares would have been issued to the subscriber as at the relevant Dealing Date (taking into account any additional stamp duty and/or stamp duty reserve tax which will be payable on such transfer).
- 155.1.16 On the redemption of any Ordinary Shares, the name of the registered holder shall be removed from the Register and the Ordinary Shares shall be cancelled and the issued share capital of the Company shall be diminished by the nominal value of the Ordinary Shares which have been redeemed.

- 155.2 The Company shall not be bound to accept any requests to redeem any Ordinary Shares in respect of any Dealing Date. The acceptance of any Redemption Request shall be at the absolute discretion of the Directors (who may accept such request in whole or in part) and any redemption of such Ordinary Shares shall be subject to the requirements of the Act.
- 155.3 Conversion Shareholders shall have the same right to request the redemption of their "C" Shares or "C1" Shares, as applicable, as the holders of the Ordinary Shares have the right to request the redemption of their Ordinary Shares but such right shall not become exercisable until three months following the allotment of the relevant Conversion Shares and provided that any redemption of the "C" Shares or "C1" Shares shall be funded solely out of the assets attributable to the "C" Shares or the "C1" Shares as applicable. The redemption price of the Conversion Shares will be calculated by reference to the dealing value of the "C" Shares or "C1" Shares, as applicable, less costs and the Exit Charge applicable to the relevant Dealing Date or as determined by reference to the realisation value of a Redemption Pool as set out in Article 158 less the Exit Charge applicable to the relevant Dealing Date, provided, however, that in each case, such dealing value and Redemption Pool shall be determined by reference solely to the assets attributable to the 'C' Shares or "C1" Shares as applicable and no account shall be taken of any assets which are attributable to the Ordinary Shares for the time being in issue.

156 Redemption Price

Subject to the provisions of the Act, the Directors may elect, at their absolute discretion, to calculate the Redemption Price applying on any Dealing Date on either of the following bases:

- 156.1.1 the Redemption Price shall be equal to the Dealing Value per Ordinary Share calculated as at the appropriate Valuation Point for the relevant Dealing Date, less the Exit Charge applicable to the relevant Dealing Date; or
- 156.1.2 the Redemption Price shall be calculated by reference to the net proceeds received by the Company upon the realisation of a Redemption Pool created for the purpose of funding the redemption in accordance with Article 158, less the Exit Charge applicable to the relevant Dealing Date.

157 Dealing Value

- 157.1 The Dealing Value of the Company and the Dealing Value per Ordinary Share shall be expressed in pounds sterling and shall be determined in accordance with the valuation principles and procedures from time to time adopted by the Board and notified to shareholders, and in the absence of such adoption as aforesaid the following valuation principles and procedures shall apply.

- 157.2 The Dealing Value of the Company shall be calculated as at the Valuation Point applicable to each Dealing Date and at such other time and/or day as the Directors may determine. The Dealing Value of the Company shall be calculated as the value of all the assets of the Company (excluding any assets attributable to any Conversion Shares prior to their conversion) less its liabilities (excluding any liabilities attributable to any Conversion Shares prior to their conversion).
- 157.3 The value of the assets of the Company shall be calculated on the following bases:
- 157.3.1 securities trading on a stock exchange (including the Alternative Investment Market of the London Stock Exchange) are to be valued generally at the latest available bid-market price quoted on such exchange or, in the absence of such bid-market price, the last known price quoted on such exchange;
- 157.3.2 unlisted securities (other than equities) for which there is an ascertainable market value are to be valued generally at the last known bid price quoted on the principal market on which the securities are traded;
- 157.3.3 unlisted securities (other than equities) for which there is no ascertainable market value will be valued at cost plus interest (if any) accrued from purchase to (but excluding) the Dealing Date plus or minus the premium or discount (if any) from par value written off over the life of the security;
- 157.3.4 any other securities will be valued initially at cost and thereafter with any reduction or increase in value (as the case may be) as the Directors shall in their absolute discretion deem appropriate in the light of the circumstances;
- 157.3.5 any value otherwise than in pounds sterling shall be converted into pounds sterling at the rate (whether official or otherwise) which the Directors shall in their absolute discretion deem appropriate to the circumstances having regard, *inter alia*, to any premium or discount which they consider may be relevant and to the costs of exchange;
- 157.3.6 the value of any cash in hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest accrued and not yet received shall be deemed to be the full amount thereof, unless it is unlikely to be paid or received in full, in which case the value thereof shall be arrived at after making such discount as the Directors may consider appropriate to reflect the true value thereof;
- 157.3.7 the value of units in any unit trust shall be derived from the last prices published by the managers thereof;
- 157.3.8 if in any case a particular value is not ascertainable as above provided, or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant

investments, then in such case the method of valuation of the relevant investment shall be such as the Directors shall determine;

157.3.9 where any investments do not fall to be valued in accordance with any of the foregoing provisions, they shall be valued by such method as the Directors shall determine; and

157.3.10 for the purposes of ascertaining or obtaining any price, quotation, rate or other value referred to in the preceding paragraphs for use in determining the value of any asset, the Investment Manager shall be entitled to use the services of any reputable information or pricing service but only to the extent designated by the Directors.

157.4 In respect of calculating the Dealing Value of the Company by reference to which Redemption Requests may be satisfied there will be deducted all liabilities of the Company and such provisions and allowances for contingencies and accrued costs and expenses payable by the Company, including a provision for the costs that would be incurred in disposing of the Company's investments. If the Company has any loan stock, debenture stock, bank facilities or debt finance of any other description outstanding from time to time ("**Debt**") such Debt shall be valued on a pre-payment basis so that if the Company were to pre-pay all of its Debt on the relevant Dealing Date any and all early repayment charges, commitment fees, break costs or any other similar charges or expenses shall be considered to be liabilities of the Company.

157.5 In respect of calculating the Dealing Value of the Company by reference to which subscriptions may be satisfied, there will be deducted all liabilities of the Company and such provisions and allowances for contingencies and accrued costs and expenses payable by the Company. In addition there will be added to the value of the Company's assets, calculated in accordance with Article 157.3, the costs that would be incurred in acquiring the Company's investments including, but not limited to, stamp duty.

157.6 Where the current price of an investment held by the Company is quoted 'ex' any dividend (including stock dividend), interest or other rights to which the Company is entitled but such dividend, interest or the property to which such rights relate has not been received and is not taken into account under any other provisions of these Articles, the amount of such dividend, interest, property or cash shall be taken into account.

157.7 The Dealing Value per Ordinary Share shall be the Dealing Value of the Company at the relevant Valuation Point applicable to the relevant Dealing Date divided by the number of Ordinary Shares in issue or deemed to be in issue as at the Valuation Point. For this purpose:

157.7.1 Ordinary Shares which have been allotted shall be deemed to be in issue from the close of business on the Dealing Date on which they are allotted;

- 157.7.2 Ordinary Shares which have been repurchased (whether or not held in treasury) or redeemed shall be deemed to cease to be in issue at the close of business on the Dealing Date on which they are repurchased or redeemed;
- 157.7.3 monies paid or payable to the Company in respect of the allotment of Ordinary Shares shall be deemed to be an asset of the Company as of the time at which such Ordinary Shares are deemed to be in issue; and
- 157.7.4 monies payable by the Company on the repurchase or redemption by the Company of Ordinary Shares pursuant to repurchases or Redemption Requests shall be deemed to be a liability of the Company from the time at which such Ordinary Shares are deemed to cease to be in issue.
- 157.8 The Directors may temporarily suspend the determination of the Dealing Value of the Company during the whole or any part of any period when:
- 157.8.1 any principal market or stock exchange on which not less than 10 per cent. of the investments of the Company from time to time are quoted or traded is closed other than for ordinary holidays or during which dealings therein are restricted or suspended generally;
- 157.8.2 as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility or power of the Board, disposal or valuation of investments of the Company or other transactions in the ordinary course of the Company's business is not reasonably practicable without this being materially detrimental to the interests of shareholders or if, in the opinion of the Board, the Dealing Value of the Company cannot fairly be calculated;
- 157.8.3 there is a breakdown of the means of communication normally employed in determining the Dealing Value of the Company;
- 157.8.4 to a material extent the Company is unable to repatriate funds for the purpose of making payments on the repurchase or redemption of shares or during which the realisation of investments involved in the repurchase or redemption of shares cannot in the opinion of the Board be effected at normal prices or normal rates of exchange; or
- 157.9 it is not reasonably practicable to determine the Dealing Value of the Company on an accurate and timely basis.

158 Calculation of Redemption Price by Reference to separate Redemption Pool

- 158.1 If the Directors exercise their discretion to determine the Redemption Price applying on a Dealing Date by reference to a separate Redemption Pool, the Company will divide its assets into two pools (in addition to any pools of assets attributable to any Conversion Shares for the time being in issue):

- 158.1.1 the Redemption Pool, which will consist of those assets and liabilities attributable to the Ordinary Shares which are the subject of valid Redemption Requests and which the Directors have exercised their discretion to redeem on the relevant Dealing Date; and
- 158.1.2 the Continuing Pool, which will contain all the other assets and liabilities of the Company (other than those attributable to any Conversion Shares for the time being in issue).
- 158.2 The Redemption Pool and the Continuing Pool will include a proportionate share of each investment held by the Company (excluding any investment attributable to any Conversion Shares for the time being in issue). The Investment Manager will be entitled to transfer assets between the pools at fair market value.
- 158.3 The investment portfolios of the Continuing Pool and the Redemption Pool will be reorganised in the period leading up to the date on which the Redemption Price is to be settled as follows:
- 158.3.1 the assets of the Continuing Pool shall be adjusted so that the Continuing Pool complies with the investment objectives of the Company; and
- 158.3.2 the assets of the Redemption Pool shall be liquidated and the proceeds retained solely as cash.
- 158.4 The liabilities attributable to the Redemption Pool, to the extent that they cannot be satisfied prior to the date on which the Redemption Price is to be settled, will be transferred to the Continuing Pool together with an equivalent amount in cash.
- 158.5 The costs of the portfolio reorganisations (including costs relating to the sale of the assets and tax liabilities that may arise, or be deemed to arise, as a result of the sale of those assets) will be borne by the relevant pool, together with a pro rata share of costs and expenses of the Company not attributable to a particular pool. Such costs will be deducted before payments are made to the relevant shareholders whose Ordinary Shares are being redeemed.
- 158.6 The Redemption Price per Ordinary Share to be redeemed calculated by reference to the Redemption Pool shall be equal to the aggregate cash received by the Company upon the realisation of the Redemption Pool in accordance with Article 158.3.2 less the costs and liabilities referred to in Articles 158.4 and 158.5 and the Exit Charge applicable to the relevant Dealing Date divided by the number of Ordinary Shares to be redeemed on the relevant Dealing Date, and such sum shall be paid to the shareholders whose Ordinary Shares are being redeemed in cash.

159 Liability in determining Dealing Value

Any determination of the Dealing Value of the Company or Dealing Value per Ordinary Share (or dealing value of any Conversion Share) made in accordance with the valuation guidelines from time to time adopted by the Board shall be binding on all persons. Neither the Directors nor

the Investment Manager shall be responsible to any shareholder or any other person in respect of all or any acts done in carrying out their duties in relation thereto in the absence of fraud, negligence or wilful default.