
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

ABBOT GROUP LIMITED



- 1 The name of the Company is "Abbot Group Limited" ¹
- 2 The Company is a Limited Company ²
- 3 The Registered Office of the Company will be situate in England
- 4 The objects for which the Company is established are -
 - 4 1 to carry on the business of a holding company in all its branches and for that purpose to acquire and hold
 - 4 1 1 land, buildings, houses and other real or personal property wheresoever situate and of any tenure, and any estate or interest or right therein, including freehold or leasehold ground rents, reversions, mortgages, charges and annuities,
 - 4 1 2 shares, stocks, debenture, debenture stock, perpetual or otherwise, bonds, obligations and securities issued or guaranteed by any company, government, sovereign, ruler, commissioner, public body or authority, supreme, municipal, local or otherwise, or body of persons, whether in the United Kingdom or abroad
 - 4 2 To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to make payments thereon as called up or in advance of calls or otherwise, and to subscribe for the same, either conditionally or otherwise with power to exercise and enforce all rights and powers conferred by or incident to the ownership thereof

¹ Incorporated as Universal Underwear Limited on 17 March 1959 Name changed to U U Textiles Limited on 9 March 1973 Re-incorporated as U U Textiles Plc on 21 May 1982 Name changed to Unigroup Plc on 17 March 1983 Name changed to Abbot Group plc on 19 June 1995 Name changed to Abbot Group Limited pursuant to a special resolution passed 10 March 2008

² Re-registered as a private company limited by shares pursuant to a special resolution passed on 11 March 2008

- 4 3 To carry on the business of co-ordinating the group of companies comprising the Company and the subsidiaries for the time being of the Company
- 4 4 To make or do or assist in making or doing such arrangements and things as may be considered desirable with a view to causing the business of any subsidiary or associated companies of the Company to be carried on economically and profitably or of promoting the success or best interests thereof, by mutual assistance and by co-operating with one another or with the Company or by any other means, and to receive all capital moneys, dividends or other interests to which the Company may become entitled as holders of shares or other interests or of in any subsidiary or associated company, and generally to exercise the rights, enjoy the privileges and fulfil the obligations of members or holders of debentures or debenture stock or other securities or any other interest of or any subsidiary or associated company
- 4 5 To act as secretaries, managers, directors, registrars or transfer or other agents of or for any other persons or company and to provide transport, technical, administrative, executive, advisory, secretarial, accounting and other supplies, staff or services (including the provision of office or other accommodation) and generally to perform any services or undertake any duties to or on behalf of and in any other manner to assist any person or company and either without remuneration or on such terms as to remuneration as may be agreed
- 4 6 To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein, or likely to be required by customers or other persons having, or about to have, dealings with the Company or any of its subsidiary companies
- 4 7 To carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid, or is calculated directly or indirectly to develop any branch of the business of the Company or any of its subsidiary companies, or to increase the value of or turn to account any of the Company's assets, property or rights
- 4 8 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, trade marks, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the business of the Company or any of its subsidiary companies or any branch or department thereof and to manage and operate any real or personal property so acquired
- 4 9 To erect, construct, lay down, enlarge, alter and maintain and operate any railways, bridges, tunnels, reservoirs, canals, docks, watercourses, hydraulic works, gas works, electricity works, atomic works, refineries, mines, oil and artesian wells, factories, shops, stores, hotels, hostels, buildings, roads, works, cable and telephone installations, ships, aircraft and all other forms of transport, plant and machinery necessary or convenient for the business of the Company or any of its subsidiary companies or to arrange or contract for any such things to be done and to contribute to or subsidise the erection, construction and maintenance of any of the above
- 4 10 To apply for, register, purchase, or otherwise acquire any interest in any patents, brevets d'invention, licences, concessions and the like, conferring an exclusive or

non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop and grant licences in respect of, or otherwise turn to account the property and rights so acquired, or to spend money in seeking to improve the value of any patents or rights which the Company may acquire or propose to acquire

- 4 11 To borrow or raise or secure the payment of money in such manner and for such purposes as the Company shall think fit
- 4 12 To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, loan stock, debentures or debenture stock, or other securities either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance
- 4 13 To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less the nominal account of such securities
- 4 14 To receive money on deposit or loan upon such terms as the Company may approve
- 4 15 To lend money to, or grant or provide credit or financial accommodation to any person or company in any case in which such loan, grant or provision is considered likely, directly or indirectly, to further any of the objects of the Company or the interests of the members but not to carry on the business of a registered moneylender
- 4 16 To carry on business as financiers and to undertake, and carry on all kinds of financial, commercial, trading, trust, loan agency, hire purchase, hire rental, credit sale and other operations and to finance and provide money to or for any of the Company's subsidiary or associated companies or for any other company, association or firm in which the Company may hold shares or other interests or with which the Company may have or contemplated having dealings upon such security as may be thought fit or without security
- 4 17 To give guarantees and become or give security (whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods) for the performance of any contracts, liabilities, obligations or engagements of any subsidiary or associated companies or of any other company, firm or person and to grant guarantees and indemnities of every description and to undertake obligations of every description
- 4 18 To establish and maintain or procure the establishment and maintenance of or to participate or join in, any non-contributory pension or superannuation or death, disablement, sickness or other benefit funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or were at any time in the employment or service of the Company, or to any company which is or was a subsidiary or associate of the Company or is or was allied to or associated with the Company or with any such subsidiary or associated company either directly or indirectly, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and holding any employment or office in the Company or such other company, and the wives, widows, families and dependents of any such persons and

also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and wellbeing of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for and make gifts to national charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid

- 4 19 To draw, make, accept, endorse, negotiate, discount execute and issue, and to buy, sell and deal in promissory notes, bills of exchange and other negotiable and transferable instruments
- 4 20 To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities or in such other manner as may from time to time be determined
- 4 21 To pay for any property or rights acquired by the Company, either in cash or fully or partly paid up shares, with or without preferred or deferred or guaranteed or participating rights in respect of dividend, profits or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine
- 4 22 To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company with or without deferred or preferred or guaranteed or participating rights in respect of dividend, profits, or repayment of capital or otherwise, or in debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of, exchange or otherwise deal with any shares, stock or securities so acquired
- 4 23 To enter into any partnership or any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any company, firm or person of the Company, and to acquire and hold, sell, exchange or deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such person, firm or company
- 4 24 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interest of this Company, and to acquire and hold or exchange or dispose of shares, stock or securities of and guarantee the payment of the dividends, interests or capital of any shares, stock or securities issued by or any other obligations of any such company
- 4 25 To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or which may seem to the Company capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or make profitable or safeguard any of the Company's rights and property or any property suitable for the purpose of the company

- 4 26 To effect insurances against loss, of any nature, and in particular against loss by fire, or by reason of the liability of employers for the acts or default of their servants or agents, or for injury to or death of the persons employed by them
- 4 27 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits, or otherwise grant licences easements and other rights or concessions in or over and in any other manner deal with or dispose of the undertaking or any part thereof and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit, and in particular and without prejudice to the generality of the foregoing words to let on lease or licence to any subsidiary or associated company any land, buildings, premises, office, factory or other accommodation on such terms as may be thought expedient, and to provide for any such subsidiary or associated company any plant, machinery or other fixed or movable equipment, either by way of sale, hire purchase, letting or on any other terms which may be thought desirable
- 4 28 To amalgamate with any other company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up share or otherwise) of all or a controlling interest in the shares or stock of any class thereof of this or any such other company as aforesaid, or by partnership or any arrangement of the nature of partnership, or in any other manner
- 4 29 To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law
- 4 30 To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, contractors or otherwise, and either by or through agents, sub-contractors, trustees or otherwise
- 4 31 To do all such other things are incidental to or conducive directly or indirectly to the above objects or any of them

And it is hereby declared that the intention is that the objects specified in any sub-clause of this clause shall not, except where otherwise expressed in such sub-clause, be in anywise limited or restricted by reference to or inference from the terms of any other sub-clause or by the present or future name of the Company None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world, and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause

- 5 The liability of the members is limited
- 6 The share Capital of the Company is £10,000 divided into 10,000 Ordinary Shares of £1 each, with power to increase or to divide the Shares in the capital for the time being, into different classes having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe

- Note
- (i) By a Resolution passed on 1st April 1965 the share capital was increased to £50,000 by the creation of 40,000 Ordinary Shares of £1 each
 - (ii) By a Resolution passed on 20th November 1967 the share capital was increased by £100,000 by the creation of 50,000 Ordinary Shares of £1 each
 - (iii) By an Ordinary Resolution passed on 13th November 1970 the share capital was increased to £250,000 by the creation of 150,000 Ordinary Shares of £1 each
 - (iv) By a Special Resolution passed on 13th November 1970 the share capital of £250,000 was divided into 2,500,000 Ordinary Shares of 2s each
 - (v) By Ordinary Resolutions passed on 5th March 1973 the share capital was increased to £400,000 by the creation of 1,500,000 Ordinary Shares at 10p each
 - (vi) By an Ordinary Resolution passed on 25th October 1973 the share capital was increased to £1,000,000 by the creation of 6,000,000 Ordinary Shares at 10p each
 - (vii) By Special Resolutions passed on 8th November 1978 -
 - (a) the share capital was reduced from £1,000,000 divided into 10,000,000 Ordinary Shares of 10p each to £250,000 divided into 10,000,000 Ordinary Shares at 2½p each by cancelling 7½p per share, which was confirmed by an Order of the High Court of Justice made on 11th December 1978,
 - (b) the share capital of £250,000 was consolidated into 1,000,000 Ordinary Shares of 25p each
 - (viii) By an Ordinary Resolution passed on 8th November 1978 the share capital was increased to £750,000 by the creation of 2,000,000 Ordinary Shares of 25p each
 - (ix) By an Ordinary Resolution passed on 17th September 1982 the share capital was increased to £1,500,000 by the creation of 3,000,000 Ordinary Shares of 25p each
 - (x) By a Special Resolution on 8th December 1983 the share capital was reduced from £1,500,000 divided into 6,000,000 Ordinary Shares of 25p each to £900,000 divided into 6,000,000 Ordinary Shares of 15p each by cancelling 10p per share, which was confirmed by an Order of the High Court of Justice on 5th March 1984
 - (xi) By an Ordinary Resolution passed on 29th November 1984 the share capital was increased to £1,035,000 by the creation of 90,000 Ordinary Shares of 15p each

- (xii) By an Ordinary Resolution passed on 9th August 1985 the share capital was increased to £1,297,500 by the creation of 1,750,000 Ordinary Shares of 15p each
- (xiii) By an Ordinary Resolution passed on 6th January 1986 the share capital was increased to £2,100,000 by the creation of 5,350,000 Ordinary Shares of 15p each
- (xiv) By a Special Resolution passed on 23rd June 1987 the share capital was increased to £8,400,000 by the creation of 12,750,000 Ordinary Shares of 15p each, 3,750,000 7¼ per cent Cumulative Convertible Redeemable Preference Shares of £1 each and 4,250,000 Convertible Redeemable Preference Shares of 15p each
- (xv) By a Board Resolution passed on 15th September 1988 605,769 5% Convertible Redeemable Preference Shares of 15p each were redesignated as Ordinary Shares of 15p each in accordance with the conversion rights attaching to such Shares
- (xvi) By an Ordinary Resolution passed on 14th December 1989 the share capital was increased by £9,500,000 by the creation of an additional 7,333,333 5% Convertible Redeemable Preference Shares of 15p each
- (xvii) By an Ordinary Resolution passed on 22nd February 1990 the share capital was increased to £10,350,000 by the creation of an additional 5,666,667 Ordinary Shares of 15p each
- (xviii) By a Special Resolution passed on 19th June 1995 the share capital was increased to £26,250,000 by the creation of 106,000,000 Ordinary Shares of 15p each
- (xvix) By an Ordinary Resolution passed on 11th June 1996 the share capital was increased to £31,500,000 by the creation of 35,000,000 Ordinary Shares of 15p each
- (xx) By a Special Resolution passed on 25th September 2001 the share capital was increased to £36,000,000 Ordinary Shares of 15p each
- (xxi) By an Ordinary Resolution passed on 24th May 2006 the share capital was increased to £46,000,000 by the creation of 60,666,666 Ordinary Shares of 15p each

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
ABBOT GROUP LIMITED¹**

PRELIMINARY

1 TABLE "A" NOT TO APPLY

No regulations for management of a company set out in any schedule to any statute concerning companies or contained in any regulations or instrument made pursuant to a statute shall apply to the Company, but the following shall be the articles of association of the Company

2 INTERPRETATION

In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings –

"Act"	means, subject to Article 2 3, the Companies Act 1982 and, where the context requires, every other statute from time to time in force concerning companies and affecting the Company,
"these Articles"	means these articles of association as altered or varied from time to time (and "Article" means one of these Articles),
"Auditors"	means the auditors for the time being of the Company or, in the case of joint auditors, any one of them,
"Board"	means the board of Directors for the time being of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present,

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"Chairman"	means the chairman (if any) of the Board or, where the context requires, the chairman of a general meeting of the Company,
"clear days"	means (in relation to the period of a notice) that period, excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
"Company"	means Abbot Group Limited
"Depositary"	means a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the Board where such custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the Board for the purpose of these Articles and shall include, where approved by the Board, the trustees (acting in their capacity as such) of any employees' share scheme established by the Company or any other scheme or arrangement principally for the benefit of employees of the Company and/or its subsidiaries which the Board has approved,
"Director"	means a director for the time being of the Company,
"dividend"	means a distribution or a bonus,
"execution"	includes any mode of execution (and "executed" shall be construed accordingly),
"holder"	means (in relation to any share) the member whose name is entered in the Register as the holder or, where the context permits, the members whose names are entered in the Register as the joint holders, of that share,
"member"	means a member of the Company,
"office"	means the registered office of the Company,
"paid up"	means paid up or credited as paid up,
"recognised person"	means a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange who is designated as mentioned in section 185(4) of the Act,
"Register"	means the register of members of the Company to be kept pursuant to section 352 of the Act or, as the case may be, any overseas branch register kept pursuant to Article 123,
"Regulations"	means the Uncertificated Securities Regulations 1995 (SI 1995 No 3272)
"Seal"	means any common seal of the Company or any official seal kept by the Company by virtue of Section 40 of the Act,

"Secretary"	means the secretary for the time being of the Company or any other person appointed to perform any of the duties of the secretary of the Company including (subject to the provisions of the Act) a joint, temporary, assistant or deputy secretary
"share"	means a share of the Company,
"the London Stock Exchange"	means The London Stock Exchange Limited, or any successor to its functions
"United Kingdom"	means Great Britain and Northern Ireland, and
"writing or written"	includes printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form

2 1 Unless the context otherwise requires -

2 1 1 words in the singular include the plural, and vice versa,

2 1 2 words importing the masculine gender include the feminine gender, and

2 1 3 a reference to a person includes a body corporate and an unincorporated body of persons

2 2 A reference to any statute or provision of a statute shall include any orders, regulations or other subordinate legislation made under it and shall, unless the context otherwise requires, include any statutory modification or re-enactment of it for the time being in force

2 3 Save as aforesaid, and unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Regulations

2 4 Where for any purpose an ordinary resolution of the Company is required a special resolution or an extraordinary resolution is required a special resolution shall also be effective

2 5 The headings are inserted for convenience only and shall not affect the construction of these Articles

3 REGISTERED OFFICE

The Office shall be at such a place in England and Wales as the Board shall from time to time appoint

SHARE CAPITAL

4 AUTHORISED SHARE CAPITAL

4 1 The authorised share capital of the Company is £31,500,000 divided into 185,000,000 ordinary shares of 15p each ("**Ordinary Shares**") and 3,750,000 7¼ per cent, cumulative convertible restricted voting redeemable preference shares of £1 each ("**Convertible Preference Shares**")

4 2 **Income**

The profits of the Company available for distribution and permitted by law to be distributed and which may from time to time be determine to distribute by way of dividend shall be applied as follows -

- 4 2 1 first in payment to the holders of the Convertible Preference Shares of a fixed cumulative preferential dividend at the rate of 7¼ per cent, per annum on the capital for the time being paid up or credited as paid up on the Convertible Preference Shares held by them respectively such fixed dividend to be calculated and payable half-yearly on 2nd July and 2nd January and the first payment to be made on 2nd January, 1988 in respect of the period from the date of issue to that date, and
- 4 2 2 secondly in distributing the balance by way of dividend among the holders of the Ordinary Shares

4 3 **Capital**

In winding up the surplus assets of the Company shall be applied -

- 4 3 1 first in payment to the holders of the Convertible Preference shares of the amount paid up or credited as paid up thereon together (subject as aforesaid but in priority to any repayment of capital on the Ordinary Shares) with all arrears or accruals of the said preferential dividend, whether declared or not, or interest thereon at the same rate down to the date of repayment, and whether or not there have been profits available to provide the same,
- 4 3 2 secondly in payment to the holders of the Ordinary Shares of the amount paid up or credited as paid up thereon, and
- 4 3 3 thirdly in dividing the balance among the holders of the Ordinary Shares and the holders of the Convertible Preference Shares pro rata according to the amount paid up or credited as paid up thereon respectively at the commencement of the winding up and for these purposes the holders of the Convertible Preference Shares shall be deemed to have converted all of their Convertible Preference Shares into Ordinary Shares on the basis set out in this Article 4 on the day prior to the commencing of the winding up

4 4 **Conversion**

- 4 4 1 1 A holder of the Convertible Preference Shares shall be entitled, subject to the provisions mentioned below to convert all or any of his Convertible Preference Shares into fully paid Ordinary Shares ranking pari passu with the Ordinary Shares then in issue at the rate (subject to adjustment as provided in Article 4 4 1 1) of 4 Ordinary Shares for every £5 in nominal amount of Convertible Preference share capital
- 4 4 1 2 Certificates for the Convertible Preference Shares shall have endorsed thereon a conversion notice Such conversion right shall be exercisable on the 30 November in any of the years from 1991 to 2000 inclusive or on such other date as may result from the application of the provisions of Article 4 4 1 4 (each such date being hereinafter called "**a Conversion Date**") by the

holder completing the conversion notice printed on the relevant share certificate(s) and depositing the same with the Company at the Office at any time during the period of 30 days ending on the relevant Conversion Date (each such period being hereinafter called "**a Conversion Period**") Such certificate with the conversion notice thereon duly completed once sent to the Company shall not be capable of being withdrawn without the consent in writing of the Company

4 4 1 3 In the case of a conversion notice relating to Convertible Preference Shares served during the relevant Conversion Period pursuant to Article 4 4 1 2 the Company shall not later than 14 days after the end of the relevant Conversion Period in which it has received the relevant share certificate(s) with the conversion notice thereon duly completed, record the conversion in its register of members and thereupon the conversion shall take effect

4 4 1 4 If in any of the years in which the right to convert is exercisable or would but for this Article 4 4 1 4 be exercisable the accounts of the Company for the last preceding financial period shall not have been audited and sent to the holders of Convertible Preference Shares by 30 November, the Conversion Period for that year shall be the period of 30 days next following the date of despatch of such accounts and the relevant Conversion Date shall be the last day of such period Where an adjustment in the Conversion Period and the Conversion Date falls to be made by reason of the provision of this Article 4 4 1 4, the Company shall not later than 30 November in the year concerned send to the holders of Convertible Preference Shares notification that there will be such an adjustment

4 4 2 Conversion of any Convertible Preference Shares which are due to be converted on any Conversion Date (the "Relevant Shares") shall be effected in such manner as the Directors may determine from time to time and as the law may allow and in particular, but without prejudice to the generality of the foregoing, may be effected in accordance with the following provisions of this Article 4 4 2 -

4 4 2 1 The Directors may determine to effect conversion by redeeming the Relevant Shares at par on the relevant Conversion Date out of profits of the Company which would otherwise be available for distribution or out of the proceeds of a fresh issue of Ordinary Shares, providing the Directors shall first have obtained all requisite authorities for the purpose of enabling them to allot the Ordinary Shares which fail to be allotted pursuant to this Article 4 4 2 and/or grant rights to subscribe therefore A Relevant Share (if the Directors determine to redeem out of such profits as aforesaid) shall confer upon the holder thereof the right (and oblige such holder) to subscribe for the appropriate number of Ordinary Shares at the applicable conversion rate at such premium, if any, as shall represent the amount by which the redemption moneys for the Relevant Share exceed the nominal amount of the Ordinary Shares to which the holder is so entitled, in any such case, the Conversion

Notice given by a holder of Relevant Shares shall be deemed to irrevocably authorise and instruct the Directors to apply the redemption moneys payable to him in subscribing for such Ordinary Shares at such premium, if any, as aforesaid. A Relevant Share (if the Directors elect to redeem out of a fresh issue) shall confer on the holder thereof the right (and oblige such holder) to subscribe, and shall authorise the Secretary of the Company (or any other person appointed for the purpose by the Directors) to subscribe as agent on the holder's behalf, for the appropriate number of Ordinary Shares (which authority shall include the right to borrow money) at the applicable conversion rate and at such premium, if any, as shall represent the amount by which the redemption moneys for the Relevant Shares exceed the nominal amount of the Ordinary Shares to which the holder is so entitled, in any such case, the Conversion Notice given by a holder of Relevant Shares shall be deemed to irrevocably authorise and instruct the Directors to apply the redemption moneys payable to him to his said agent who shall be entitled to retain them for his own benefit without being accountable to the holder therefore.

4 4 2 2 The Directors may determine to effect conversion by means of consolidation and sub-division. In such case the requisite consolidation and sub-division (which is hereby resolved upon) shall be effected pursuant to the authority given by the passing of the resolution adopting this Article 4 4 2 2 by consolidating into one share all the Relevant Shares at any Conversion Date and sub-dividing that consolidated share into shares of 15p each (or such nominal amount as may be appropriate as a result of any other consolidation or sub-division of Ordinary Shares) of which 4 shares for each £5 nominal amount of the consolidated share (or such other number of shares as may be appropriate as a result of any adjustment to the conversion rate) shall be Ordinary Shares (and so in proportion for any other nominal amount of the consolidated share), fractional entitlements being disregarded, and the balance of such shares shall be non-voting deferred shares ("Non-voting Deferred shares") having the rights set out below in this Article 4 4 2 2.

In the case of a conversion effected by means of consolidation and sub-division as provided in this Article 4 4 2 2 the Non-voting Deferred Shares arising as a result thereof shall on a return of capital on winding up or otherwise entitle the holder only to repayment of the amounts paid up on such shares after the repayment of the capital paid up on the Ordinary Shares and the payment of £5,000 of each Convertible Preference Share and each Ordinary Share and shall not entitle the holder to the payment of any dividend nor to receive notice of or attend or vote at any general meeting of the Company, and such conversion shall be deemed to confer irrevocable authority on the Company at any time thereafter to appoint any person to execute on behalf of the holders of such Non-voting Deferred Shares a transfer thereof (and/or an agreement to transfer the same) to such person(s) as the Company may determine as custodian thereof and/or to purchase the same itself (in accordance with the provisions of the Act), in any such case for not more than 1 penny for all the Non-voting Deferred Shares held by any member, without further obtaining the sanction of the holder or holders thereof and pending such transfer and/or purchase to retain the certificate for the Non-voting Deferred Shares. The Company may at its option at any

time after the creation of any Non-voting Deferred Shares then in issue, at a price not exceeding 1 penny for all the Non-voting Deferred Shares held by any member and redeemed at any one time, upon giving the registered holders of such shares not less than 28 days' previous notice in writing of its intention so to do, fixing a time and place for the redemption

Upon redemption of any Non-voting Deferred Shares pursuant to this Article 4 4 2 2 the Directors may pursuant to the authority given by the passing of the resolution adopting this Article 4 4 2 2 consolidate and/or sub-divide and/or convert the authorised Non-voting Deferred share capital existing as a consequence of such redemption into shares of any other class or classes or share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the shares of such class(es) then in issue or into unclassified shares of the same nominal amount as the Non-voting Deferred Shares

- 4 4 3 The Company shall ensure that the holders of the Convertible Preference Shares are given not less than 4 and not more than 8 week's notice in writing prior to the end of each Conversion Period reminding them of their conversion right and stating the relative basis of conversion (after taking account of any required adjustments)
- 4 4 4 A certificate for the Ordinary Shares to which any holder of Convertible Preference Shares shall become entitled in consequence of exercising his right to convert and if appropriate a certificate for any balance of the Convertible Preference Shares shall be issued not later than 28 days after the relevant Conversion Date and such Ordinary Shares shall rank for all dividends and (except insofar as adjustments shall be made under Article 4 4 11) other distributions declared, paid or made upon the Ordinary share capital having a record date on or after which the relevant Conversion Date falls but not in respect of any earlier financial period In all other respects such Ordinary Shares shall rank pari passu with the Ordinary Shares in issue at the relevant Conversion Date
- 4 4 5 The preferential dividend on any Convertible Preference Shares converted (whatever the manner of conversion) shall cease to accrue with effect from the fixed dividend date last preceding the relevant Conversion Date The Ordinary Shares arising on such conversion shall rank pari passu in all respects with the Ordinary Shares then in issue and shall entitle the holder to all dividends and (unless an adjustment shall have been made in respect thereof under Article 4 4 11 1) other distributions declared made or paid on the Ordinary Shares in respect of the accounting reference period of the Company in which the Conversion Date falls but not any dividends or distributions in respect of any earlier accounting reference period provided that if the Conversion Date in any year the Ordinary Shares arising on conversion shall not rank for any interim dividend in respect of the accounting reference period of the Company in which the Conversion Date falls which is paid before the Conversion Date in question
- 4 4 6 On conversion a holder of Convertible Preference Shares will not be entitled to any fraction of an Ordinary Share but the Ordinary Shares representing such fractions will be aggregated and sold and the net proceeds distributed pro rata among the persons entitled thereto except in cases where such net proceeds payable in respect of any one holding of Convertible Preference

Shares amount to less than 50p in which case they will not be so distributed but will be retained for the benefit of the Company

- 4 4 7 The Company shall use its best endeavours to procure that the Ordinary Shares resulting from the exercise of the right to convert any Convertible Preference Shares shall as soon as practicable be admitted to the Official List of the London Stock Exchange
- 4 4 8 The Company shall at all relevant times keep available sufficient authorised but unissued Ordinary Shares to permit the exercise of all unexercised conversion rights
- 4 4 9 In the event that immediately after the expiry of any Conversion Period 75 per cent, or more of the Convertible Preference Shares which may be issued shall have been converted the Company shall be entitled (subject to the Act) by not more than 8 weeks' and not less than 4 weeks' notice in writing given not later than one month after the expiry of the relevant Conversion Period to require all holders of the Convertible Preference Shares either to convert the whole of their Convertible Preference Shares into Ordinary Shares on the basis of conversion applicable at the commencement of the relevant Conversion Period after making any appropriate adjustment pursuant to Article 4 4 11 or to agree to early redemption of such Convertible Preference Shares and to require holders to elect whether to convert to agree to redeem by notice to the Company within 4 weeks of receipt of notice from the Company Upon the expiry of the period 4 weeks after said notice the holders of the said Convertible Preference Shares who shall not have elected for redemption shall be treated as having exercised the right to convert in respect of their Convertible Preference Shares on the basis aforesaid and the provisions of this Article 4 relating to conversion shall mutatis mutandis apply as if the date of such expiry were the last day of the Conversion Period concerned In the event that the holders shall serve notice upon the Company agreeing to early redemption the provisions of Article 4 6 shall mutatis mutandis apply
- 4 4 10 On the day following that on which the Convertible Preference Shares become incapable of being converted into Ordinary Shares any Convertible Preference Shares then outstanding shall be redesignated at 7¼ per cent, cumulative redeemable preferences shares
- 4 4 11 So long as any of the Convertible Preference Shares remain capable of being converted into Ordinary Shares the following provision shall (inter alia) apply -
- 4 4 11 1 If the Company shall make any issue by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve fund) to members on the register such issue shall be made only to the holders of the Ordinary Shares and shall be in the form of fully paid Ordinary Shares of the same class as the Ordinary Shares in issue at 1st May, 1987 and the nominal amount of the Ordinary share capital to be issued on any subsequent conversion of Convertible Preference Shares shall be increased pro rata Notice of any such capitalisation issue setting for the conversion rate applicable as a result of any such issue shall be sent within 28 days of such issue to the holders of Convertible Preference Shares then

outstanding No adjustments shall be made in the event of an issue of shares by way of capitalisation of profit or reserve at the option of a holder of Ordinary shares in lieu of cash dividends

4 4 11 2 In the event of any sub-division or consolidation or reduction of the Ordinary share capital of the Company the conversion rights contained in Article 4 4 1 1 shall be adjusted in such manner as the Directors may determine and such decision of the Directors shall be final and binding on the shareholders of the Company provided always that no such adjustment shall be made unless and until the Auditors shall have reported in writing to the Directors that such adjustment is in their opinion fair and reasonable

4 4 11 3 If any offer or invitation is made or extended to the holders of Ordinary Shares to subscribe for or purchase any shares or securities (including options) of the Company or any other company, the Company shall so far as it is able, procure that a like offer or invitation is made or extended at the same time to each holder of Convertible Preference Shares as if his conversion rights had been exercisable and exercised in full on the record date for such offer or invitation at the rate of conversion then applicable

4 4 11 4 If a resolution is passed or an order is made for the winding up of the Company, the Company shall promptly give notice in writing thereof to all holders of Convertible Preference Shares then outstanding and thereupon each such holder shall in respect of all or any of his Convertible Preference Shares be entitled within 6 weeks after the giving of such notice elect by notice in writing to the Company to be treated as if the right to convert has been exercisable or exercised by him on the day prior to the commencement of the winding up at that relevant conversion rate then applicable Each such shareholder shall in respect of the shares specified in his notice be entitled to be repaid in respect thereof a sum equal to the sum to which he would have been entitled in such winding up if he had been the holder of the Ordinary Shares (including any fraction of an Ordinary Share) to which he would have become entitled by virtue of such deemed conversion but shall not be entitled to receive any arrears or accruals of the fixed preferential dividend of the Convertible Preference Shares, in respect of which such notice shall have been given, not declared prior to the passing of such resolution or the making of such order Subject to this Article 4 4 11 4 the right to convert will lapse on liquidation

4 5 Other Provisions

4 5 1 If -

4 5 1 1 an offer is made to all holders of Ordinary Shares (or all such shareholders other than the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror) to acquire the whole or any part of the issued

Ordinary share capital of the Company (and the publication of a scheme of arrangement under the Act in consequence of which any person will acquire the whole or any part of the Ordinary share capital of the company deemed to be making an offer), and

- 4 5 1 2 the Company becomes aware that the right to cast more than 50 per cent of the votes may ordinarily be cast on a poll at a general meeting of the Company has become or will be vested in the offeror and/or such companies or persons as aforesaid,

the Company shall give notice to the holders of Convertible Preference Shares of such vesting within 14 days of its becoming so aware and each such holder shall have the right within the period of 3 months from the date of such notice to convert all or any of his Convertible Preference Shares (such conversion to be effective as on the day immediately following the expiry of the said period of 3 months which day shall be deemed to be a Conversion Date) at the relevant conversion rate applicable on the said deemed Conversion Date. Such right to convert shall be exercisable at any time during the said period of 3 months by completing the conversion notice on the relevant share certificate and depositing the same at the Office. Dividends on Convertible Preference Shares so converted shall cease to accrue as from the dividend payment date last preceding the deemed Conversion Date.

- 4 5 2 The Company will not change its financial year-end from within 7 days of the last day in June unless it shall also make such consequential changes (if any) in the conversion rights as it may think appropriate to avoid prejudicing such rights. The Company shall forthwith give written notice of any such changes to the holders of the Convertible Preference Shares.

- 4 5 3 Until the final Conversion Date (except with such sanction as would be required for a variation of the special rights attached to the Convertible Preference Shares) -

- 4 5 3 1 no distribution shall be made by the Company out of capital profits or capital reserves or of profits or of reserves arising from a distribution after 30th June, 1987 of capital profits or capital reserves by a subsidiary, otherwise than in the form of fully paid equity share capital or in the application of sums in the redemption of preference shares,

- 4 5 3 2 without prejudice to the rights attaching to the Convertible Preference Shares the Company may from time to time create and issue further convertible preference shares ranking as regards participation in the profits and assets of the Company pari passu with any of the Convertible Preference Shares and so that any further convertible preference shares may either carry as regards participation in the profits and assets of the Company rights identical in all respects with any of the Convertible Preference Shares or with any other series of further convertible preference shares or rights differing therefrom in any respect including but without prejudice to the generality of the foregoing in that (a) the rate of dividend may differ, (b) the further convertible preference share may rank for dividend as

from such date as may be provided by the terms of issue thereof and the dates for payment of dividend may differ, (c) a premium may be payable on a return of capital or there may be no such premium, (d) the further convertible preference shares may be redeemable on such terms and conditions as Articles for the time being, (e) the further convertible preference shares may participate in any surplus assets on the winding up of the Company, and (f) the further convertible preference shares may be convertible into Ordinary Shares or any other class of share in each case on such terms and conditions as may be prescribed by the terms of issue thereof, and

4 5 3 3 no resolution shall be passed for reducing the share capital of the Company or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve fund in any manner for which the consent of the Court would be required pursuant to the Act

4 5 4 The unissued share capital resulting from the redemption of the Convertible Preference Shares shall become Ordinary share capital divided into Ordinary Shares, each of a like nominal amount as any Ordinary Shares forming part of the issued share capital of the Company at the time of such redemption (and any necessary sub-division or consolidation is hereby resolved upon) and the Directors shall have power to issue Ordinary Shares of such nominal amount whether in anticipation of such redemption to the extent permitted by the Act or otherwise as provided in these Articles

4 6 **Redemption**

4 6 1 Subject to the provisions of the Act the Company may redeem all of the Convertible Preference Shares (or so many thereof as remain unconverted) at par at any time from 1st January, 2001 and shall redeem the same by no later than 31st December, 2005 PROVIDED ALWAYS that if the Company shall be unable in compliance with the provisions of the Act to redeem the same all or any of the Convertible Preference Shares in accordance with this Article 4 6 1 by 31st December, 2005 then the Company shall so redeem such shares as soon after such date or dates as the Company shall be able to comply with the Act

4 6 2 Any notice of redemption served by the Company shall specify the number of shares to be redeemed, the amount payable to each such shareholder, the date fixed for redemption and the place at which the certificates for the Convertible Preference Shares are to be presented for redemption and upon such date each of the holders of the shares concerned shall be bound to deliver to the Company at such place the certificates for such of the Convertible Preference Shares concerned as are held by him in order that the same may be cancelled Upon such delivery the Company shall pay to such holder the amount due to him in respect of such redemption

4 6 3 In addition to the sum payable under Article 4 6 1 there shall be paid on each Convertible Preference Share redeemed a sum equal to any arrears or deficiency of the fixed dividend thereon

4 6 4 As from the date fixed for redemption of the Convertible Preference Shares dividends shall cease to accrue thereon and the redemption monies therefore, if unclaimed, shall not bear interest against the Company

4 6 5 Subject to the provisions of the Act the Company may at any time redeem any of the Convertible Preference Shares by purchase in the market or by tender (available to all holders of the Convertible Preference Shares alike) at any price or by private treaty at any price not exceeding par (exclusive of accrued dividend and expenses of purchase)

5 **ALLOTMENT**

Subject to the provisions of the Act and to any relevant authority of the Company in general meeting required by the Act, unissued shares at the date of adoption of these Articles and any shares hereafter created shall be at the disposal of the Board, which may allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of them or rights to subscribe for or convert any security into shares to such persons (including the Directors themselves), at such times and generally on such terms and conditions as the Board may decide, provided that no share shall be issued at a discount

6 **REDEEMABLE SHARES**

Subject to the provisions of the Act and to any special rights for the time being attached to any existing shares, any share may be issued which is, or at the option of the Company or of the holder of such share is liable, to be redeemed on such terms and in such manner as these Articles may provide

7 **POWER TO ATTACH RIGHTS**

Subject to the provisions of the Act and to any special rights for the time being attached to any existing shares, any shares may be allotted or issued with or have attached to them such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, transfer, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine

8 **SHARE WARRANTS**

8 1 The Company may, with respect to any fully paid shares, issue a warrant (a "share warrant") stating that the bearer of the warrant is entitled to the shares specified in it and may provide (by coupons or otherwise) for the payment of future dividends on the shares included in the share warrant

8 2 The powers referred to in Article 8 1 may be exercised by the Board, which may determine and vary the conditions on which share warrants shall be issued, and in particular on which -

8 2 1 a new share warrant or coupon will be issued in the place of one damaged, defaced, worn out or lost (provided that no new share warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed),

8 2 2 the bearer of a share warrant shall be entitled to receive notice of and to attend, vote and demand a poll at general meetings,

8 2 3 dividends will be paid, and

8 2 4 a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in it

8 3 Subject to such conditions and to these Articles, the bearer of a share warrant shall be deemed to be a member for all purposes. The bearer of a share warrant shall be subject to the conditions for the time being in force and applicable thereto, whether made before or after the issue of such warrant

9 COMMISSION AND BROKERAGE

The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Act. Subject to the provisions of the Act, any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares, the grant of an option to call for an allotment of shares or any combination of such methods

10 TRUSTS NOT TO BE RECOGNISED

Except as otherwise expressly provided by these Articles, as required by law or as ordered by a court of competent jurisdiction, the Company shall not recognise any person as holding any share of any trust, and (except as aforesaid) the Company shall not be bound by or recognise (even if having notice of it) any equitable, contingent, future, partial or other claim to or interest in any share except an absolute right of the holder to the whole of the share

11 UNCERTIFICATED SHARES

11 1 The Company can issue shares and other securities which do not have certificates. The Company can -

11 1 1 permit existing shares and other securities to be held without certificates, and

11 1 2 permit any shares or other securities to be transferred, in both cases in dematerialised form pursuant to the Regulations

11 2 If the Company has any shares in issue which are in uncertificated form, the Articles will continue to apply to such shares, but only insofar as they are consistent with -

11 2 1 holding those shares as uncertificated shares,

11 2 2 transferring ownership of those shares by using a relevant system,

11 2 3 any provisions of the Regulations, and

11 2 4 any regulation laid down by the Board under Article 11 4

11 3 Where any class of shares in the capital of the Company is a participating security and the Company is entitled under any provisions of the Acts or the rules made and practices instituted by the operator of any relevant system or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any shares which are held in uncertificated form, such entitlement (to the extent permitted by the

Regulations and the rules made and practices instituted by the operator of the relevant system) shall include the right to -

- 11 3 1 require any holder of any uncertificated shares which are the subject of any exercise by their Company or any such entitlement, by notice in writing to the holder concerned, to change his holding of such uncertificated shares into certificated form within such period as may be specified in the notice, prior to completion of any disposal, sale, or transfer of such shares or direct the holder to take such steps, by instructions given by means of a relevant system otherwise, as may be necessary to sell or transfer such shares, and/or
 - 11 3 2 appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of shares as may be required to effect transfer of such shares and such steps shall be as effective as if they had been taken by the registered holder of the uncertified share concerned, and/or
 - 11 3 3 transfer any uncertified shares which are the subject of any exercise by the Company of any such entitlement by entering the name of the transferee in the Register in respect of that share as a transferred share, and/or
 - 11 3 4 otherwise rectify or change the Register in respect of that share in such manner as may be appropriate, and/or
 - 11 3 5 take such other action as may be necessary to enable those shares to be registered in the name of the person to whom the shares have been sold or disposed of or as directed by him
- 11 4 The Board can also lay down regulations -
- 11 4 1 which govern the issue, holding and transfer and, where appropriate, the mechanics of conversion and redemption of uncertificated shares,
 - 11 4 2 which govern the mechanics for payments involving the relevant system, and
 - 11 4 3 which make any other provisions which the Board consider are necessary to ensure that these Articles are consistent with the Regulations, and with any rules or guidance of an operator of a relevant system under the Regulations
- 11 5 If stated expressly, such regulations will apply instead of other relevant provisions in these Articles relating to certificates and the transfer, conversion and redemption of shares and other securities and any other provisions which are not consistent with the Regulations. If the Board does make any regulations under Article 11 4, Article 11 2 will still apply to the Articles, when read in conjunction with those regulations

SHARE CERTIFICATES

12 RIGHT TO CERTIFICATES

- 12 1 On becoming the holder of any share every person (except a recognised person in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall upon the issue or transfer to him of shares in certificated form be entitled, without charge, to receive within 2 months after allotment or lodgement of a transfer (unless the terms of issue of the shares provide otherwise) one

certificate for all the shares of each class registered in his name in certificated form. Such certificate shall specify the number, class, and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount or respective amounts paid up thereon and shall be issued either under the seal (which may be affixed or printed on it) or in such other manner having the same effect as if issued under a seal as the Board may approve, having regard to the terms of issue and the requirements of the London Stock Exchange.

12.2 Nothing in these Articles shall prevent title to any shares of the Company from being evidenced and transferred without a written instrument in accordance with the Act. The Board shall have power to implement such procedures as they may think fit and as may accord with the Act and any regulations made thereunder for recording and transferring title to shares and for regulation of those procedures and the persons responsible for or involved in their operation. References in these Articles to certificates for shares and instruments of transfer shall be construed accordingly.

12.3 If and so long as all the issued shares of the Company or all the issued shares of a particular class are fully paid up and rank *pari passu* for all purposes, then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number.

12.4 The Company shall not be bound to issue more than one certificate in respect of shares held jointly by 2 or more persons. Delivery of a certificate to the person first named on the register shall be sufficient delivery to all joint holders.

12.5 Where a member (other than a recognised person) has transferred part only of the shares comprised in a certificate, he shall be entitled without charge to a certificate for the balance of such shares.

12.6 No certificate shall be issued representing shares of more than one class, or in respect of shares held by a recognised person.

13 **REPLACEMENT CERTIFICATES**

13.1 Any 2 or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge on surrender of the original certificates for cancellation.

13.2 If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu 2 or more share certificates representing such shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request.

13.3 If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out of pocket expenses incurred by the Company in investigating such evidence and preparing such indemnity and security as the Board may decide, and on surrender of the original certificate (where it is defaced or worn out), but without any further charge.

13.4 In the case of shares held jointly by several persons, any such request as is mentioned in this Article 12 may be made by any one of the joint holders.

LIEN ON SHARES

14 LIEN ON SHARES NOT FULLY PAID

The Company shall have a first and paramount lien on any of its shares which are not fully paid, to the extent and in the circumstances permitted by section 150 of the Act. The Board may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article 14.

15 ENFORCEMENT OF LIEN BY SALE

The Board may sell all or any of the shares subject to any lien at such time or times and in such manner as it may determine. However, no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on the holder or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for 14 clear days after service of such notice. For giving effect to any such sale, the Board may authorise some person to execute an instrument of transfer of the shares sold in the name and on behalf of the holder or the persons entitled by transmission in favour of the purchaser or as the purchaser may direct. The purchaser shall not be bound to see to the application of the purchase money, and the title of the transferee of the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

16 APPLICATION OF PROCEEDS OF SALE

The net proceeds of any sale of shares subject to any lien, after payment of the costs, shall be applied in or towards satisfaction of so much of the amount due to the Company, or of the liability or engagement (as the case may be) as is presently payable or is liable to be presently fulfilled or discharged. The balance (if any) shall (on surrender to the Company for cancellation of the certificate for the shares sold, and subject to a like lien for any moneys not presently payable or any liability or engagement not liable to be presently fulfilled or discharged as existed on the shares before the sale) be paid to the member or the person (if any) entitled by transmission to the shares so sold.

CALLS ON SHARES

17 CALLS

Subject to the terms of allotment of shares, the Board may from time to time make calls on the members in respect of any moneys unpaid on the shares or any class of shares held by them respectively (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the terms of issue. Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made and whether or not by instalments) be liable to pay the amount of every call so made on him as required by the notice. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed or (as the case may require) any person to whom power has been delegated pursuant to these Articles serves notice of exercise of such power. A call may be

required to be paid by instalments and may, before receipt by the Company of any sum due thereunder, be either revoked or postponed in whole or part as regards all or any such members as the Board may determine. A person on whom a call is made shall remain liable notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect thereof.

18 INTEREST ON CALLS

If the whole of the sum payable in respect of any call is not paid on or before the day appointed for payment, the person from whom it is due and payable shall pay all costs, charges and expenses that the Company may have incurred by reason of such non-payment, together with interest on the unpaid amount from the day appointed for payment thereof to the time of actual payment at the rate fixed by the terms of the allotment of the share or in the notice of the call or, if no rate is so fixed, at such rate, not exceeding 15 per cent per annum, as the Board shall determine. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.

19 RIGHTS OF MEMBER WHEN CALL UNPAID

No member shall be entitled to receive any dividend or to be present and vote at any general meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum, or to exercise any other privilege as a member unless and until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any person, together with interest and expenses (if any).

20 SUMS DUE ON ALLOTMENT TREATED AS CALLS

Any sum payable in respect of a share on allotment or at any fixed date, whether in respect of the nominal value of the share or by way of premium or as an instalment of a call, shall for all purposes of these Articles be deemed to be a call duly made. If it is not paid the provisions of these Articles shall apply as if such amount had become due and payable by virtue of a call.

21 POWER TO DIFFERENTIATE

The Board may make arrangements on the allotment or issue of shares for a difference as between the allottees or holders of such shares in the amount and time of payment of calls.

22 PAYMENT IN ADVANCE OF CALLS

The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish pro tanto the liability on the shares on which it is made. The Company may pay interest on the money paid in advance, or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, at such rate as the Board may decide. The Board may at any time repay the amount so advanced on giving such member not less than 3 months' notice in writing of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.

23 DELEGATION OF POWER TO MAKE CALLS

If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board may delegate to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of such uncalled capital, to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated shall subsist during the continuance of the mortgage or security, notwithstanding any change of Directors, and shall be assignable if expressed so to be

24 INDEMNITY AGAINST CLAIMS IN RESPECT OF SHARES

24 1 Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment, or empowers any government or taxing authority or government official to require the Company to make any payment, in respect of any shares held either jointly or solely by any member or in respect of any dividends, or other moneys due or payable or accruing due or which may have become due or payable to such member by the Company or in respect of any such shares or for or on account or in respect of any member, and whether in consequence of -

24 1 1 the death of such member,

24 1 2 the non-payment of any income tax or other tax by such member,

24 1 3 the non-payment of any estate, probate, succession, death, stamp or other duty by the executor or administrator of such member or by or out of his estate, or

24 1 4 any other act or thing,

the Company in every such case -

24 1 5 shall be fully indemnified by such member or his executor or administrator from all liability arising by virtue of such law, and

24 1 6 may recover as a debt due from such member or his executor or administrator (whether constituted or residing) any moneys paid by the Company under or in consequence of any such law, together with interest thereon at the rate of 15 per cent per annum from the date of payment to the date of repayment

24 2 Nothing contained in this Article 24 shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company and as between the Company and every such member aforesaid, his executor, administrator, and estate wherever constituted or situated, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company

FORFEITURE OF SHARES

25 NOTICE IF CALL NOT PAID

If any member fails to pay the whole of any call or any instalment of any call on or before the day appointed for payment, the Board may at any time serve a notice in

writing on such member or on any person entitled to the shares by transmission, requiring payment, on a date not less than 14 clear days from the date of the notice, of the amount unpaid and any interest which may have accrued thereon and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where the payment is to be made and state that, if the notice is not complied with, the shares in respect of which such call was made will be liable to be forfeited.

26 FORFEITURE FOR NON-COMPLIANCE

If the notice referred to in Article 25 is not complied with, any share in respect of which it was given may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

27 NOTICE AFTER FORFEITURE

When any share has been forfeited, notice of the forfeiture shall be served on the person who was before forfeiture the holder of the share or the person entitled to such share by transmission (as the case may be). An entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register in respect of such share. However, no forfeiture shall be invalidated by any omission to give such notice or to make such entry as aforesaid.

28 FORFEITURE MAY BE ANNULLED

The Board may, at any time before any share so forfeited has been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture, on the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.

29 SURRENDER

The Board may accept a surrender of any share liable to be forfeited. In such case references in these Articles to forfeiture shall include surrender.

30 DISPOSAL OF FORFEITED SHARES

Every share which shall be forfeited shall thereupon become the property of the Company. Subject to the provisions of the Act, any such share may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto or to any other person, on such terms and in such manner as the Board shall determine. The Board may for the purposes of the disposal, authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the register notwithstanding the absence of any share certificate being lodged in respect thereof and may issue a new certificate to be transferred. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the share. The Company may receive the consideration (if any) given for the share of its disposal.

31 **EFFECT OF FORFEITURE**

A shareholder whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited. He shall nevertheless be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon from the date of the forfeiture to the date of payment, in the same manner in all respect if the shares had not been forfeited, and to satisfy all (if any) claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any reduction or allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

32 **EXTINCTION OF CLAIMS**

The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or are by the Act given or imposed in the case of past members.

33 **EVIDENCE OF FORFEITURE**

A statutory declaration by a Director or the Secretary that a share has been forfeited in pursuance of these Articles, and stating the date on which it was forfeited, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated. The declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof and evidence of the share in the form specified in Articles 11.1 or 11.2 or a certificate for the share in the form specified in Article 12.1 delivered to the person to whom the same is sold or disposed of, shall (subject if necessary to the execution of an instrument of transfer) constitute a good title to the share. Subject to the execution of any necessary transfer, such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money or other consideration (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or disposal of the share. Such person shall not (except by express agreement with the Company) become entitled to any dividend which might have accrued on the share before the completion of the sale or the disposition thereof.

TRANSFER OF SHARES

34 **FORM OF TRANSFER**

All transfers of shares which are in certificated form may be effected by transfer in writing in any usual form or in any form approved by the Board. Such instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register in respect of it.

35 All transfers of shares which are in uncertificated form may be effected by means of a relevant system

- 36 Where some only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and to the extent that the balance is to be held in certificated form, a new certificate for the balance of such shares issued in lieu without charge
- 37 The Board may decline to recognise any instrument of transfer relating to shares in certificated form unless it is in respect of only one class of shares and is lodged (duly stamped if required) at the Transfer Office accompanied by the relevant share certificate(s) and such other evidence as the Board 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) In the case of a transfer of shares in certificated form by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange the lodgment of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the shares in question
- 38 The Board may, in the case of securities in certificated form, in their absolute discretion and in the case of shares in uncertificated form, in the circumstances permitted by the Regulations, without assigning any reason therefore refuse to register any transfer of shares (not being fully-paid shares) provided that, where any such shares are admitted to the Official List of the London Stock Exchange, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis The Board may also refuse to register an allotment or transfer of shares (whether fully-paid or not) in favour of more than four persons jointly
- 39 If the Board refuses to register a transfer, it shall within two months after the date on which -
- 39 1 the transfer was lodged with the Company (in the case of shares held in certificated form), or
- 39 2 the Operator-instruction was received by the Company (in the case of shares held in uncertificated form),
- send the transferee notice of refusal
- 40 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares where such transfer is executed by or in favour of any bank or institution to whom such shares have been charged or mortgaged (or by or in favour of any nominee of such bank or institution) or where such transfer is effected upon the enforcement of the charge or mortgage in favour of any such bank or institution, nor may the directors suspend registration of any member which is a bank or institution (or nominee thereof) to whom such shares have been charged or mortgaged A certificate by any official of such bank or institution that the relevant shares are so charged or mortgaged shall be conclusive evidence of such fact
- 41 **CLOSING OF REGISTER**
- The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Board may from time to time determine Notice of closure of the Register shall be given in accordance with the requirements of the Act

42 **FEES ON REGISTRATION**

No fees shall be charged for registration of a transfer or on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other instrument relating to or affecting the title to any shares

43 **OTHER POWERS IN RELATION TO TRANSFERS**

Nothing in these Articles shall preclude the Board -

43 1 from recognising the renunciation of the allotment of any share by the allottee in favour of some other person, or

43 2 if empowered by these Articles to authorise any person to execute an instrument of transfer of a share, from authorising any person to transfer that share in accordance with any procedures implemented pursuant to Article 11

TRANSMISSION OF SHARES

44 **ON DEATH**

If a member dies, the survivors or survivor, where he was a joint holder, and his executors or administrators, where he was a sole or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares Nothing in these Articles shall release the estate of a deceased member from any liability in respect of any share which has been solely or jointly held by him

45 **ELECTION OF PERSON ENTITLED BY TRANSMISSION**

Any person becoming entitled to a share in consequence of the death or bankruptcy of any member, or of any other event giving rise to a transmission of such entitlement by operation of law, may, on such evidence as to his title being produced as the Board may require, elect either to become registered as a member or to have some person nominated by him registered as a member If he elects to become registered himself, he shall give notice to the Company to that effect If he elects to have some other person registered and the share is held in certificated form, he shall execute an instrument of transfer of such share to that person If he elects to have another person registered and the share is held in uncertificated form, he shall transfer the share to his nominee by way of a relevant system All provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer (as the case may be) as if it were an instrument of transfer executed by the member and his death, bankruptcy or other event as aforesaid had not occurred Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall within 2 months after proof cause the entitlement of that person to be noted in the Register

46 **RIGHTS ON TRANSMISSION**

Where a person becomes entitled to a share in consequence of the death or bankruptcy of any member, or of any other event giving rise to a transmission of such entitlement by operation of law, the rights of the holder in relation to such share shall cease However, the person so entitled may give a good discharge for any dividends and other moneys payable in respect of it and shall have the same rights to which he would be entitled if he were the holder of the share, except that he shall not, before he is

registered as the holder of the share, be entitled in respect of it to receive notice of, or to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class or shares of the Company. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share. If the notice is not complied within 60 days, the Board may thereafter withhold payment of all dividends and other moneys payable in respect of such share until requirements of the notice have been complied with.

DESTRUCTION OF DOCUMENTS

47 DESTRUCTION OF DOCUMENTS

47 1 The Company may destroy -

- 47 1 1** any instrument of transfer, after 6 years from the date on which it is registered,
- 47 1 2** any dividend mandate or any variation or cancellation thereof or any notification of change of name or address, after 2 years from the date on which it is recorded
- 47 1 3** any share certificate, after 1 year from the date on which it is cancelled, and
- 47 1 4** any other document on the basis of which any entry in the Register is made, after 6 years from the date on which an entry was first made in the Register in respect of it

Provided that the Company may destroy any such type of document after such shorter period as the Board may determine if a copy of such document is retained on microfilm or other similar means

47 2 It shall be conclusively presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made, that every instrument of transfer so destroyed was duly registered, that every share certificate so destroyed was duly cancelled, and that every other document so destroyed was valid and effective in accordance with the particulars in the records of the Company, provided that -

- 47 2 1** this Article 47 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant,
- 47 2 2** nothing in this Article 47 shall be construed as imposing on the Company any liability in respect of the destruction of any such document otherwise than as provided in this Article 47 which would not attach to the Company in the absence of this Article 43, and
- 47 2 3** references in this Article 47 to the destruction of any document include references to the disposal of it in any manner

ALTERATION OF SHARE CAPITAL

48 INCREASE, CONSOLIDATION, CANCELLATION AND SUB-DIVISION

The Company in general meeting may from time to time by ordinary resolution -

- 48 1 increase its share capital by such sum to be divided into shares of such amount as the resolution prescribes,
- 48 2 consolidate and divide all or any of its share capital into shares of larger nominal amount than its existing shares,
- 48 3 cancel any shares which at the date of passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled, and
- 48 4 subject to the provisions of the Act, sub-divide its shares or any of them into shares of small amount, and may by such resolution determine that, as between the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares

49 FRACTIONS

- 49 1 Whenever as the result of any consolidation, division or sub-division of shares any difficulty arises, the Board may settle it as it thinks fit and in particular (but without prejudice to the generality of the foregoing) where the number of shares held by any holder is not an exact multiple of the number or shares to be consolidated into a single share and as a result of such consolidation such holder would become entitled to a fraction of a consolidated share -
 - 49 1 1 the Board may determine which of the shares such holder are to be treated as giving rise to such fractional entitlement and may decide that any of those shares shall be consolidated with any of the shares of any other holder or holders which are similarly determined by it to be treated as giving rise to a fractional entitlement for such other holder or holders, into a single consolidated share and the Board may, on behalf of all such holders, sell such consolidated share for the best price reasonably obtainable to any person (including the Company) and distribute the net proceeds of sale after deduction of expenses of sale in due proportion among those holders (except that any amount otherwise due to a holder, being less than £3 00 or such other sum as the Board may from time to time determine, may be retained for the benefit of the Company), or
 - 49 1 2 provided that the necessary unissued shares are available, the Board may issue such holder credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding to an exact multiple of the number of shares to be consolidated into a single share (such issue being deemed to have been effected prior to consolidation), and the amount required to pay up such shares shall be appropriated at the Board's discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or to the credit of profit and loss account and capitalised by applying the same in paying up the share

49 2 For the purposes of any sale of consolidated shares pursuant to Article 49 1, the Board may authorise some person to execute an instrument of transfer of the shares to, or in accordance with, the directions of the purchaser, and the transferee shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale

50 **REDUCTION OF CAPITAL**

Subject to the provisions of the Act and to any rights for the time being attached to any shares, the Company may by special resolution reduce its share capital or any capital redemption reserve or share premium account in any manner

51 **PURCHASE OF OWN SHARES**

Subject to the provisions of the Act and to any rights for the time being attached to any shares, the Company may purchase any of its own shares of any class (including any redeemable shares) Any share to be so purchased may be selected in any manner whatsoever, provided that if at any relevant date proposed for approval of the proposed purchase there shall be in issue any shares of a class entitling the holders to convert into equity share capital of the Company, then no such purchase shall take place unless it has been sanctioned by an extraordinary resolution passed at a separate general meeting (or meetings if there is more than one class) of the holders of such class of convertible shares

VARIATION OF CLASS RIGHTS

52 **SANCTION OF VARIATION**

Any of the rights for the time being attached to any share or class of shares in the Company (and notwithstanding that the Company may be or may be about to be in liquidation) may be modified, varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three quarters in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as hereinafter provided (but not otherwise) The foregoing provisions of this Article 52 shall apply also to the modification, variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the separate rights of which are to be modified, varied or abrogated

53 **CLASS MEETINGS**

All the provisions in these Articles as to general meetings shall mutatis mutandis apply to every meeting of the holders of any class of shares The quorum at every such meeting shall be 2 persons holding or representing by proxy at least one-third of the nominal amount paid up on the issued shares of the class Every holder of shares of the class, present in person or by proxy, may demand a poll Each such holder shall on the poll be entitled to one vote for every share of the class held by him If at any adjourned meeting of such holders such quorum as aforesaid is not present, one person holding shares of the class who is present in person or by proxy shall be a quorum

54 **DEEMED VARIATION**

Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority thereto in any respect, but shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued or by the purchase or redemption by the Company of its own shares in accordance with the provisions of the Act and these Articles

GENERAL MEETINGS

55 **ANNUAL GENERAL MEETINGS**

Subject to the provisions of the Act, annual general meetings shall be held at such time and place as the Board may determine

56 **EXTRAORDINARY GENERAL MEETINGS**

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

57 **CONVENING OF EXTRAORDINARY GENERAL MEETING**

The Board may convene an extraordinary general meeting whenever it thinks fit. An extraordinary general meeting shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 368 of the Act. At any meeting convened on such requisition or by such requisitionists no business shall be transacted except that stated by the requisition or proposed by the Board. If there are not within the United Kingdom sufficient members of the Board to convene a general meeting, any Director, or any member of the Company, may call a general meeting.

58 **NOTICE OF GENERAL MEETING**

58.1 An annual general meeting and an extraordinary general meeting convened for the passing of a special resolution shall be convened by not less than 21 clear days' notice in writing. All other extraordinary general meetings shall be convened by not less than 14 clear days' notice in writing.

58.2 Subject to the provisions of the Act, and notwithstanding that it is convened by shorter notice than that specified in this Article 58, a general meeting shall be deemed to have been duly convened if it is so agreed -

58.2.1 in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting, and

58.2.2 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.

- 58 3 The notice shall specify -
- 58 3 1 whether the meeting is an annual general meeting or an extraordinary general meeting,
 - 58 3 2 the place, the day and the time of the meeting,
 - 58 3 3 in the case of special business, the general nature of that business,
 - 58 3 4 if the meeting is convened to consider a special or extraordinary resolution, the intention to propose the resolution as such and
 - 58 3 5 with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member
- 58 4 The notice shall be given to the members (other than any who, under the provisions of these Articles or of any restrictions imposed on any other shares, are not entitled to receive notice from the Company), to the Directors and to the Auditors

59 **OMISSION TO SEND NOTICE**

The accidental omission to send a notice of meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy to, or the non-receipt of either by, any person entitled to receive the same shall not invalidate the proceedings at that meeting

60 **SPECIAL BUSINESS**

All business that is transacted at a general meeting shall be deemed special, except the following transactions at an annual general meeting -

- 60 1 the receipt and consideration of the accounts and balance sheet, the reports of the Directors and the Auditors and any other documents required to be annexed to the balance sheet,
- 60 2 the declaration of dividends,
- 60 3 the election or re-election of Directors,
- 60 4 the fixing of Directors' fees pursuant to Article 109, and
- 60 5 the re-appointment of the Auditors retiring (unless they were last appointed otherwise than by the Company in general meeting) and the fixing of the remuneration of the Auditors or the determination of the manner in which such remuneration is to be fixed

PROCEEDINGS AT GENERAL MEETING

61 **QUORUM**

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Two persons entitled to attend and to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorised representative or a corporation which is a member, shall be a quorum

62 **IF QUORUM IS NOT PRESENT**

If within 10 minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Chairman (or, in default, the Board) may determine. If at such adjourned meeting a quorum is not present within 10 minutes from the time appointed for holding the meeting, one person entitled to vote on the business to be transacted, being a member or a proxy of a member or a duly authorised representative of a corporation which is a member, shall be a quorum.

63 **CHAIRMAN**

The Chairman (if any) of the Board shall preside at every general meeting of the Company. If there is no such Chairman or if at any meeting he shall not be present within 10 minutes after the time appointed for holding the meeting, or shall be unwilling to act as Chairman, the Deputy Chairman (if any) of the Board shall if present and willing to act preside at such meeting. If no Chairman or Deputy Chairman shall be so present and willing to act, the Directors present shall choose one of their number to act or, if there is only one Director present he shall be Chairman if willing to act. If there is no Director present and willing to act the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.

64 **DIRECTOR MAY ATTEND AND SPEAK**

A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company.

65 **POWER TO ADJOURN**

The Chairman may, with the consent of the meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place as the meeting shall determine. However, without prejudice to any other power which he may have under these Articles or at common law, the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting, to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

66 **NOTICE OF ADJOURNED MEETING**

Where a meeting is adjourned indefinitely, the Board shall fix the time and place for the adjourned meeting. Whenever a meeting is adjourned for 14 days or more or indefinitely, 7 clear days' notice at the least, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

67 **BUSINESS OF ADJOURNED MEETING**

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place

68 **ACCOMMODATION OF MEMBERS AT MEETING**

The Board may, for the purpose of controlling the level of attendance at any place specified for the holding of a general meeting, from time to time make such arrangements (whether involving the issue of tickets, on a basis intended to afford to all members otherwise entitled to attend such meeting an equal opportunity of being admitted to the meeting, or the imposition of some random means of selection, or otherwise, as the Board shall in its absolute discretion consider to be appropriate) and may from time to time vary any such arrangements or make new arrangements in place therefor. The entitlement of any member or proxy to attend a general meeting at such place shall be subject to any such arrangements as may be for the time being in force and by the notice of the meeting stated to apply to that meeting. In the case of any general meeting to which such arrangements apply the Board shall, and in the case of any other general meeting the Board may, when specifying the place of the general meeting -

68 1 direct that the meeting shall be held at a place specified in the notice at which the Chairman of the meeting shall preside ("the Principal Place"), and

68 2 make arrangements for simultaneous attendance and participation at other places by members otherwise entitled to attend the general meeting but excluded therefrom under the provisions of this Article 68 or who wish to attend at any of such other places, provided that persons attending at the Principal Place and at any of such other places shall be able to see and hear and be seen and heard by persons attending at the Principal Place and at such other places

Such arrangements for simultaneous attendance may include arrangements for controlling the level of attendance in any manner aforesaid at any of such other places, provided that they shall operate so that any such excluded members as aforesaid are able to attend at one of such other places. For the purposes of all other provisions of these Articles any such meeting shall be treated as being held and taking place at the Principal Place

69 **METHOD OF VOTING**

At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by -

69 1 the Chairman of the meeting, or

69 2 by at least 5 members present in person or by proxy and entitled to vote at the meeting, or

69 3 a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting, or

69 4 a member or members present in person or by proxy holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right

70 **CHAIRMAN'S DECLARATION CONCLUSIVE ON SHOW OF HANDS**

Unless a poll is duly demanded and the demand is not withdrawn, 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, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence thereof, without proof of the number of proportion of the votes recorded in favour of or against such resolution

71 **OBJECTION TO ERROR IN VOTING**

No objection shall be raised to the qualification of any voter or to the counting of, or the failure to count, any vote, except at the meeting or adjourned meeting at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive

72 **AMENDMENT 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, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a special or extraordinary resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on

73 **PROCEDURE ON A POLL**

73 1 Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman shall direct. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

73 2 The demand for a poll (other than on the election of a Chairman or a resolution for adjourning the meeting) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made

73 3 The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show

of hands declared before the demand was made (and in the case of a poll demanded but duly withdrawn before the declaration of the result of a show of hands the meeting shall continue as if the demand had not been made)

- 73 4 On a poll votes may be given in person or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he used in the same way

74 **VOTES OF MEMBERS**

- 74 1 Subject to the provisions of the Act, to any special terms as to voting on which any shares may have been issued or may for the time being be held and to any suspension or abrogation of voting rights pursuant to these Articles, at any general meeting every member who is present in person shall on a show of hands have one vote and every member present in person shall on a show have one vote and every member present in person or by proxy shall on a poll have one vote for each share of the Company of which he is the holder

- 74 2 The holders of the Convertible Preference Shares shall not have any right to vote unless -

74 2 1 the preferential dividend or any part thereof payable on the Convertible Preference Shares is more than 3 months in arrear at the date of a general meeting, or

74 2 2 any resolution or question relating to the winding up or reconstruction of the Company or a reduction of the capital of the Company is to be proposed or discussed at a general meeting

- 74 3 If 2 or more persons are joint holders of a share, then in voting on any question 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. For this purpose seniority shall be determined by the order in which the names of the holders stand in the Register

- 74 4 Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion, on or subject to production of such evidence of the appointment as the Board may require, permit such receiver or other person to vote in person or, on a poll, by proxy on behalf of such member at any general meeting. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall be exercisable

75 **CASTING VOTE**

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 was demanded shall be entitled to a second or casting vote in addition to any other vote he may have

76 **RESTRICTION ON VOTING RIGHTS FOR UNPAID CALLS ETC**

No member shall, unless the Board otherwise determines, be entitled to vote a general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by him or to exercise any right as a member unless all calls or other sums presently payable by him in respect of that share in the Company have been paid

77 **VOTING BY PROXY**

Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed or any adjournment thereof

78 **FORM OF PROXY**

An instrument appointing a proxy shall -

78 1 be in writing in any common form or in such other form as the Board may approve, under the hand of the appointor or his attorney duly authorised in writing or, if the appointer is a corporation, under its common seal or under the hand of some officer or attorney duly authorised in that behalf,

78 2 be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit, but shall not confer any further right to speak at the meeting, except with the permission of the Chairman (or as otherwise determined by the Board where the relevant shares are held by a Depositary, and

78 3 unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates

79 **DEPOSIT OF PROXY**

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board may -

79 1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

79 2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

79 3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting or to any Director,

and an instrument or proxy not deposited or delivered in a manner so permitted shall be invalid. No instrument appointing a proxy shall be valid after the expiry of

12 months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months of such date

80 **MORE THAN ONE PROXY MAY BE APPOINTED**

A member may appoint more than one proxy to attend on the same occasion. When 2 or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which instrument was last validly delivered, none of them shall be treated as valid in respect of that share.

81 **BOARD MAY SUPPLY PROXY CARDS**

The Board may at the expense of the Company send, by post or otherwise, instruments of proxy (reply-paid or otherwise) to members for use at any general meeting or at any separate meeting of the holders of any class of shares, either in blank or nominating the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one or a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall, subject to Article 59, be issued to all (and not some only) of the members entitled to be sent a notice of the meeting and to vote thereat by proxy.

82 **REVOCATION OF PROXY**

A vote given or poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed or the transfer of the share in respect of which the instrument of proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as has been appointed for the deposit of instruments of proxy, at least 48 hours before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.

83 **CORPORATE REPRESENTATION**

A corporation (whether or not a company within the meaning of the Act) which is a member may, by resolution of its directors or other governing body, authorise such person (or if, but only if, such corporation is a Depositary voting in its capacity as such, persons) as it thinks fit to act as its representative (or, as the case may be, representatives) at any meeting of the Company or at any separate meeting of the holders of any class of shares. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member. The 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 at it, and all references to attendance and voting in person shall be construed accordingly. A Director, the Secretary or some person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him before permitting him to exercise his powers.

84 **FAILURE TO DISCLOSE INTEREST IN SHARES**

- 84 1 If a member, or any other person appearing to be interested in shares held by that member, has been issued with a notice pursuant to section 212 of the Act and has failed in relation to any shares (the "default shares") to give the Company the information thereby required within the prescribed period from the date of the notice, the following sanctions shall apply unless the Board otherwise determines -
- 84 1 1 the member shall not be entitled in respect of the default shares to be present or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll, and
- 84 1 2 where the default shares represent at least 0.25 per cent Of their class -
- 84 1 2 1 any dividend or other money payable in respect of the share shall be withheld by the Company, which shall not have any obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to Article 156, to receive shares instead of that dividend, provided that any dividend or other money payable in respect of share which has been withheld shall be paid as soon as practicable after the sanctions under this Article 84 1 2 1 cease to apply in accordance with Article 84 2, and
- 84 1 2 2 no transfer, other than an excepted transfer, of any shares held by the member shall be registered unless -
- 84 1 2 2 1 the member is not himself in default as regards supplying the information required, and
- 84 1 2 2 2 the member proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer
- 84 2 Where the sanctions under Article 84 1 apply in relation to any shares, they shall cease to have effect -
- 84 2 1 if the shares are transferred by means of excepted transfer, or
- 84 2 2 at the end of the period of 1 week (or such shorter period as the Board may determine) following receipt by the Company of the information required by the notice mentioned in that paragraph and the Board being fully satisfied that such information is full and complete
- 84 3 Where, on the basis of information obtained from a member in respect of any share held by him, the Company issues a notice pursuant to section 212 of the Act to any other person, it shall at the same time send a copy of the notice to the member, but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of Article 84 1
- 84 4 Where default shares in which a person appears to be interested are held by a Depositary, the provisions of this Article 84 shall be treated as applying only to those

shares held by the Depositary in which such person appears to be interested and not (insofar as such person's apparent interest is concerned) to any other shares held by the Depositary

84 5 Where a member on which a notice under section 212 of the Act is served is a Depositary acting in its capacity as such, the obligations of the Depositary as a member of the Company shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it as has been recorded by it pursuant to the arrangements entered into by the company or approved by the Directors pursuant to which it was appointed as a Depositary

84 6 For the purposes of this Article 84 -

84 6 1 a person, other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the Company that the person is, or may be, so interested, or if the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the member, pursuant to a notice under section 212 of the Act, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested,

84 6 2 "interested" shall be construed as it is for the purpose of section 212 of the Act,

84 6 3 reference to a person having failed to give the Company the information required by a notice, or being in default as regards supplying such information, includes reference -

84 6 3 1 to his having failed or refused to give all or any part of it,

84 6 3 2 to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular,

84 6 3 3 the "prescribed period" means -

84 6 3 3 1 in a case where the default shares represent at least 0.25 per cent of their class, 14 days, and

84 6 3 3 2 in any other case, 28 days,

84 6 4 an "excepted transfer" means, in relation to any shares held by a member -

84 6 4 1 a transfer by way of or pursuant to acceptance of a take-over offer for the Company (within the meaning of section 14 of the Company Securities (Insider Dealing) Act 1985), or

84 6 4 2 a transfer in consequence of a sale made through a recognised investment exchange (as defined in the Financial Services Act 1986) or any other stock exchange outside the United Kingdom on which the Company's share are normally traded, or

84 6 4 3 a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the

member and with any other person appearing to be interested in the shares

- 84 7 Nothing contained in this Article 84 shall be taken to limit the powers of the Company under section 216 of the Act

UNTRACED MEMBERS

85 POWER OF SALE

- 85 1 The Company shall be entitled to sell at the best price reasonably obtainable any share of a member, or any share to which a person is entitled by transmission, if and provided that -

85 1 1 during the period of 12 years prior to the date of the publication of the advertisements referred to in earlier or earliest thereof) no cheque, order or warrant in respect of such share sent by the Company through the post in a pre-paid envelope addressed to the member or to the person entitled by transmission to the share, at this address on the Register or other last known address given by the member or person to which cheques, orders or warrants in respect of such share are to be sent has been cashed and the Company has received no communication in respect of such share from such member or person, provided that during such period of 12 years the Company has paid at least 3 cash dividends (whether interim or final) and no such dividend has been claimed by the person entitled to it,

85 1 2 on expiry of the said period of 12 years the Company has given notice of its intention to sell such share by advertisements in a national daily newspaper published in the United Kingdom and in a local newspaper circulating in the district of the address on the Register of, or other last known address given by, such member or person entitled to transmission,

85 1 3 the said advertisements, if not published on the same day, shall have been published within 30 days of each other,

85 1 4 during the further period of 3 months following the date of publication of the said advertisements (or, if published on different dates, the later or latest thereof) and prior to the exercise of the power of sale the Company has not received any communication in respect of such share from the member or person entitled by transmission, and

85 1 5 the Company has given notice to The Stock Exchange of its intention to make such sale, if shares of the class concerned are listed or dealt in on that exchange

- 85 2 To give effect to any sale of shares pursuant to this Article 85 the Board may authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred shares in the Register notwithstanding the absence of any share certificate being lodged in respect thereof and may issue a new certificate to the transferee. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the shares. The Purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in the proceedings relating to the sale

85 3 If during the period of 12 years referred to in Article 85 1, or during any period ending on the date when all the requirements of Articles 85 1 1, to 85 1 4 have been satisfied, any additional shares have been issued in respect of those held at the beginning of, or previously so issued during any such period and all the requirements of Articles 85 1 2 to 85 1 4 have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares

86 APPLICATION OF PROCEEDS OF SALE

The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all moneys in respect thereof to a separate account. The Company shall be deemed to be a debtor to, and not a trustee for, such member or other person in respect of such moneys. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments as the Board may from time to time think fit. No interest shall be payable to such member or other person in respect of such moneys and the Company shall not be required to account for any money earned on them.

PRESIDENT

87 APPOINTMENT OF PRESIDENT

The Board may appoint any person who is or has been a Director and who in the option of the Board has rendered outstanding services to the Company to be President and may determine the period for which he is to hold office. Any such appointment may be made on such terms as to remuneration and otherwise as the Board may think fit and may be terminated by the Board.

88 DUTIES OF PRESIDENT

It shall be the duty of the President to advise the Board on such matters as he or it may deem to be of interest to the Company. The President shall not by virtue of his office as such have any powers or duties in relation to the management of the business of the Company and shall not by virtue of his office as such be a Director.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

89 NUMBER OF DIRECTORS

89 1 Unless and until otherwise determined by the Company by ordinary resolution, the number of Directors (other than any alternate Directors) shall be not less than 4 but be subject to a maximum.

89 2 The Company may by ordinary resolution from time to time vary the minimum number and/or fix and from time to time vary a maximum number of Directors.

90 POWER OF COMPANY TO APPOINT DIRECTORS

Subject to the provisions of these Articles, the Company may by ordinary resolution appoint a person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles.

91 **POWER OF BOARD TO APPOINT DIRECTORS**

Without prejudice to the power of the Company to appoint any person to be a Director pursuant to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall retire at the annual general meeting of the Company next following such appointment and shall not be taken into account in determining the number of Directors who are to retire by rotation at such meetings.

92 **APPOINTMENT OF EXECUTIVE DIRECTORS**

Subject to the provisions of the Act, the Board may from time to time appoint one or more of its body to hold any employment or executive office (including that of Managing Director) for such term (subject to the provisions of the Act) and subject to such other conditions as the Board thinks fit. The Board may revoke or terminate any such appointment without prejudice to any claim for damages for breach of contract between the Director and the Company.

93 **ELIGIBILITY OF NEW DIRECTORS**

No person, other than a Director retiring (by rotation or otherwise), shall be appointed or re-appointed a Director at any general meeting unless -

93 1 he is recommended by the Board, or

93 2 not less than 7 nor more than 35 clear days before the date appointed for the meeting, notice duly executed by a member (other than the person to be proposed) qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment, stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of directors, together with notice executed by that person of his willingness to be appointed or re-appointed, is lodged at the Office.

94 **SHARE QUALIFICATION**

A director shall not be required to hold any shares of the Company.

95 **RESOLUTION FOR APPOINTMENT**

A resolution for the appointment of 2 or more persons as Director by a single resolution shall be void unless an ordinary resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it.

96 **RETIREMENT BY ROTATION**

At each annual general meeting of the Company one-third of the Directors who are subject to retirement by rotation or, if their number is not 3 or a multiple of 3, the number nearest to but not exceeding one-third shall retire from office. If there are fewer than 3 Directors who are subject to retirement by rotation, one Director shall retire from office.

97 **DIRECTORS SUBJECT TO RETIREMENT BY ROTATION**

Subject to the provisions of the Act and these Articles, the Directors to retire by rotation at each annual general meeting shall include, so far as necessary to obtain the number required, first, any Director who wishes to retire and not offer himself for re-election and secondly, those Directors who have been longest in office since their last appointment or re-appointment. As between 2 or more Directors who have been in office an equal length of time, the Director to retire shall, in default of agreement between them, be determined by lot. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the start of business on the date of the notice convening the annual general meeting notwithstanding any change in the number or identity of the Directors after that time but before the close of the meeting.

98 **POSITION OF RETIRING DIRECTOR**

A Director who retires at an annual general meeting (whether by rotation or otherwise) may, if willing to act, be re-appointed. If he is not re-appointed or deemed to have been re-appointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

99 **DEEMED RE-APPOINTMENT**

At any general meeting at which a Director retires by rotation the Company may fill the vacancy and, if it does not do so, the retiring Director shall, if willing, be deemed to have been re-appointed unless it is expressly resolved not to fill the vacancy or a resolution for the re-appointment of the Director is put to the meeting and lost.

100 **NO RETIREMENT ON ACCOUNT OF AGE**

No person shall be or become incapable of being appointed a Director by reason of his having attained the age of 70 or any other age, nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person. No Director shall vacate his office at any time by reason of the fact that he has attained the age of 70 or any other age, and section 293 of the Act shall not apply to the Company. Where any general meeting of the Company is convened at which, to the knowledge of the Board, a Director will be proposed for appointment who will at the date of the meeting be 70 or more, the Board shall give notice of his age in the notice convening the meeting or in any document accompanying the notice, but the accidental omission to do so shall not invalidate any proceedings or any appointment or re-appointment of that Director at that meeting.

101 **REMOVAL BY ORDINARY RESOLUTION**

The Company may by ordinary resolution remove any Director before the expiration of his period of office in accordance with the Act, but without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company, and may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a Director in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Director is to retire, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed or re-appointed a Director.

102 **VACATION OF OFFICE BY DIRECTOR**

Without prejudice to the provisions for retirement (by rotation or otherwise) contained in these Articles, the office of a Director shall be vacated if -

- 102 1 he resigns by notice in writing delivered to the Secretary at the Office or tendered at a Board meeting,
- 102 2 he ceases to be a Director by virtue of any provision of the Act, is removed from office pursuant to these Articles or becomes prohibited by law from being a Director,
- 102 3 he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1984 in connection with a voluntary arrangement under that Act,
- 102 4 an order is made by any court of competent jurisdiction on the ground (howsoever 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 affairs or he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, under the Mental Health (Scotland) Act 1984 and the Board resolves that his office be vacated,
- 102 5 both he and his alternate Director appointed pursuant to the provisions of these Articles (if any) are absent, without the permission of the Board, from Board meetings for 6 consecutive months and the Board resolves that his office be vacated, or
- 102 6 he is required to resign by notice in writing addressed to him at his last known address and signed by not less than three-quarters of his co-Directors (without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company)

103 **RESOLUTION AS TO A VACANCY CONCLUSIVE**

A resolution of the Board declaring a Director to have vacated office under the terms of Article 102 shall be conclusive as to the fact and grounds of vacation stated in the resolution

ALTERNATE DIRECTORS

104 **APPOINTMENTS**

- 104 1 Each Director (other than an alternate Director) may, by notice in writing delivered to the Secretary at the Office, or in any other manner approved by the Board, appoint any other Director or any person approved for that purpose by the Board and willing to act, to be his alternate
- 104 2 No appointment of an alternate Director shall be effective until his consent to act as a Director in the form prescribed by the Act has been received at the Office
- 104 3 An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum number of Directors allowed by these Articles

105 **PARTICIPATION IN BOARD MEETINGS**

Every alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notice of all meetings is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor. A Director acting as alternate Director shall have a separate vote at Board meetings for each Director for whom he acts as alternate Director, but he shall count as only one for the purpose of determining whether a quorum is present.

106 **ALTERNATE DIRECTORS RESPONSIBLE FOR OWN ACTS**

Every person acting as an alternate Director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

107 **INTERESTS OF ALTERNATE DIRECTOR**

An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director. Subject to this Article, the Company shall pay to an alternate Director such expenses as might properly have been paid for him if he had been a Director.

108 **REVOCATION OF APPOINTMENT**

An alternate Director shall cease to be an alternate Director -

108 1 if his appointer ceases for any reason to be a Director, provided that if any Director retires but is re-appointed or deemed to be re-appointed at the same meeting, any valid appointment of an alternate Director which was in force immediately before his retirement shall remain in force, or

108 2 if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office.

DIRECTORS' REMUNERATION, EXPENSES AND PENSIONS

109 **DIRECTORS' FEES**

Unless otherwise determined from time to time by the Company in general meetings, the Directors shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time to time determine (not exceeding £250,000 per annum). Such sum (unless otherwise directed by the resolution of the company by which it is voted) shall be divided among the Directors in such proportions and in such manner as the Board may determine or, in default of such determination, equally (except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he holds office). Any fees payable pursuant to this Article shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.

110 **EXPENSES**

Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company

111 **ADDITIONAL REMUNERATION**

If by arrangement with the Board any Director shall perform or render any special duties or services outside his ordinary duties as a Director, he may be paid such reasonable additional remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may from time to time determine

112 **REMUNERATION OF EXECUTIVE DIRECTORS**

The salary or remuneration of any Director appointed to hold any employment or executive office in accordance with the provisions of these Articles may be either a fixed sum of money, or may altogether or in part be governed by business done or profits made or otherwise determined by the Board, and may be in addition to or in lieu of any fee payable to him for his services as Director pursuant to these Articles

113 **PENSIONS**

The Board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (whether by insurance or otherwise) for any person who is or has at any time been a Director of the Company or any company which is a subsidiary of the Company or allied to or associated with the Company or any such subsidiary, and for any member of his family (including a spouse or former spouse) and any person who is or was dependent on him. For such purpose the Board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The Board may procure any of such matters to be done by the Company either alone or in conjunction with any other person. Any Director or former Director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this Article and shall not be obliged to account for it to the Company

POWERS AND DUTIES OF THE BOARD

114 **POWER OF THE BOARD**

Subject to the provisions of the Act, the memorandum of association of the Company and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company, whether relating to the management of the business or not. No alteration of the memorandum of association or of these Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been give. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article

115 **POWERS OF DIRECTORS BEING LESS THEN MINIMUM NUMBER**

If the number of Directors is less than the minimum for the time being prescribed by these Articles, the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there are no Director or Directors able or willing to act, any 2 members may summon a general meeting for the purpose of appointing Directors. Subject to the provisions of these Articles, any additional Director so appointed shall hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless is re-elected during such meeting.

116 **POWERS OF EXECUTIVE DIRECTORS**

The Board may from time to time -

116 1 delegate or entrust to and confer on any Director holding executive office (including a Managing Director) such of its powers, authorities and discretions (with power to sub-delegate) for such time, on such terms and subject to such conditions as it thinks fit, and

116 2 revoke, withdraw, alter or vary all or any of such powers

117 **DELEGATION TO COMMITTEES**

117 1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Directors and (if thought fit) one or more other persons, provided that -

117 1 1 a majority of the members of a committee shall be Directors, and

117 1 2 no resolution of a committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors

117 2 The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any such powers and discharge any such committee in whole or in part

117 3 Insofar as any power, authority or discretion is delegated in accordance with this Article 117, any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee

118 **LOCAL MANAGEMENT**

The Board may establish any local or divisional boards or agencies for managing any of the affairs of the Company in any specified locality, either in the United Kingdom or elsewhere, and may appoint any person to be a member of such local or divisional board, or any managers or agents, and may fix their remuneration. The Board may delegate to any local or divisional board, manager or agent so appointed any of its powers, authorities and discretions (with power to sub-delegate) and may authorise the members for the time being of any such local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies, and any such appointment or delegation may be made for such time, on such terms and subject to such conditions as

the Board may think fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary all of any of such powers. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any local or divisional board or agency with 2 or more members shall be governed by such of these Articles as regulate the proceedings of the Board, so far as they are capable of applying.

119 POWER OF ATTORNEY

The Board may by power of attorney or otherwise, appoint any person or persons to be the agent of the Company and may delegate to any such person or persons any of its powers, authorities and discretions (with power to sub-delegate), in each case for such purposes and for such time, on such terms (including as to remuneration) and subject to such conditions as it thinks fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers.

120 ASSOCIATE DIRECTORS

The Board may appoint any person (not being a Director) to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such designation or title and may terminate any such appointment or the use of such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that such person is, or is deemed to be, or is empowered in any respect to act as, a Director for any of the purposes of the Act or these Articles.

121 EXERCISE OF VOTING POWER

The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company, or any power of appointment to be exercised by the Company, in such manner in all respects as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of any Director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).

122 PROVISION FOR EMPLOYEES

The Board may exercise any power conferred on the Company by the Act to make provision for the benefit of persons employed or formerly employed by the Company of 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 that subsidiary.

123 OVERSEAS REGISTERS

Subject to the provisions of the Act, the Board may exercise the powers conferred on the Company with regard to the keeping of an overseas branch register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.

124 **BORROWING POWERS**

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present or future) and uncalled capital of the Company and, subject to the provisions of the Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liabilities or obligation of the Company or of any third party

PROCEEDINGS OF DIRECTORS AND COMMITTEES

125 **BOARD MEETINGS**

Subject to the provisions of these Articles, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit

126 **NOTICE OF BOARD MEETINGS**

One Director may, and the Secretary at the request of a Director shall, summon a Board meeting at any time. A Director may waive the requirement that notice be given to him of any Board meeting, either prospectively or retrospectively

127 **QUORUM**

The quorum necessary for the transaction of business may be determined by the Board and until otherwise determined shall be 2 persons, each being a Director or an alternate Director. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions for the time being vested in or exercisable by the Board

128 **CHAIRMAN OF BOARD**

The Board may appoint one or more of its body Chairman or Joint Chairman and one or more of its body Deputy Chairman of its meetings and may determine the period for which he is or they are to hold office and may at any time remove him or them from office. If no such Chairman or Deputy Chairman is appointed, or if at any meeting neither a Chairman nor a Deputy Chairman is present within 5 minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting. In the event of 2 or more Joint Chairman or, in the absence of a Chairman, 2 or more Deputy Chairman being present, the Joint Chairman or Deputy Chairman to act as Chairman of the meeting shall be decided by those Directors present. Any Chairman or Deputy Chairman may also hold executive office under the Company

129 **VOTING**

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote

130 **PARTICIPATION BY TELEPHONE**

Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or similar form of communication equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall

accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled in the United Kingdom or, if there is no group which is larger than any other group in the United Kingdom, at the Office of such other place in the United Kingdom that those participating so decided, or if there is no one participating in the United Kingdom where the Chairman of the meeting then is

131 **RESOLUTION IN WRITING**

A resolution in writing executed by all the Directors for the time being entitled to receive notice of a Board meeting and not being less than a quorum, or by all the members of a committee of the Board, shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board or committee (as the case may be). Such a resolution -

- 131 1 may consist of several documents in the same form each executed by one or more of the Directors or members of the relevant committee, including by means of facsimile transmission,
- 131 2 need not be signed by an alternate Director if it is signed by the Director who appointed him, and
- 131 3 if signed by an alternate Director, need not also be signed by his appointer

132 **PROCEEDINGS OF COMMITTEES**

All committees of the Board shall, in the exercise of the powers delegated to them and in the transaction of business, conform to any mode of proceedings and regulations which the Board may prescribe and subject thereto shall be governed by such of these Articles as regulate the proceedings of the Board as are capable of applying

133 **MINUTES OF PROCEEDINGS**

The Board shall cause minutes to be made in books kept for the purpose of recording -

- 133 1 all appointments of officers and committees made by the Board and of any such officer's salary or remuneration, and
- 133 2 the names of Directors present at every meeting of the Board, committee of the Board, the Company or the holders of any class of shares or debentures of the Company, and all orders, resolutions and proceedings of such meetings,

Any such minutes, if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting or the Secretary, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof

134 **VALIDITY OF PROCEEDINGS**

All acts done by a meeting of the Board, or of a committee of the Board, or by any person acting as a Director, alternate Director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office, be as valid as if every such person had been duly appointed,

and was duly qualified and had continued to be a Director, alternate Director or member

DIRECTORS' INTERESTS

135 DIRECTOR MAY HAVE INTERESTS

Subject to the provisions of the Act and provided that Article 136 is complied with, a Director, notwithstanding his office -

- 135 1 may enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise,
- 135 2 may hold any other office or place of profit under the Company (except that of Auditor or auditor of a subsidiary of the Company) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Board may arrange, either in addition to or in lieu of any remuneration provided for by any other Articles,
- 135 3 may be a director or other officer, or employed by, or a party to any transaction or arrangement with or otherwise interested in, any company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment, and
- 135 4 shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any such office, employment, contract, arrangement, transaction or proposal and no such contract, arrangement transaction or proposal shall be avoided on the grounds of any such interest or benefit

136 DISCLOSURE OF INTERESTS TO BOARD

A Director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, arrangement, transaction or proposal with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal is first considered, if he knows his interest then exists or, in any other case, at the first meeting of the Board after he knows that his is or has become so interested For the purposes of this Article 136 -

- 136 1 a general notice given to the Board by a Director that he is to be regarded as having an interest (of the nature and extend specified in the notice) in any contract, transaction, arrangement or proposal in which a specified person or class of persons is interested shall be deemed to be a sufficient disclosure under this Article 136 in relation to such contract, transaction, arrangement or proposal, and
- 136 2 an interest of which a Director has no knowledge and of which it is unreasonable to expect his to have knowledge shall not be treated as an interest of his

137 INTERESTED DIRECTOR NOT TO VOTE OR COUNT FOR QUORUM

Save as provided in this Article 137, a Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board or of a committee of the Board concerning any contract, arrangement, transaction or any proposal whatsoever to

which the Company is or is to be a party and in which he is to his knowledge materially interested unless the resolution concerns any of the following matters -

- 137 1 the giving to him of any guarantee, security or indemnity in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries
- 137 2 the giving to a third party of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving or security
- 137 3 the subscription or purchase by him of any shares, debentures or other securities of the Company or any of its subsidiaries pursuant to any offer or invitation or the underwriting or sub-underwriting by him of any such shares, debentures or other securities or any other contract, arrangement, transaction or proposal in which he may be interested by virtue of his interest in shares, debentures or other securities of the Company or any of its subsidiaries or otherwise in or through the Company
- 137 4 any contract, arrangement, transaction or proposal to which the Company is or is to be a party concerning any other company (including any subsidiary of the Company) (a "relevant company") in which he is interested, directly or indirectly (and whether as an officer or shareholder, creditor or otherwise provided that he is not directly or indirectly the holder of or beneficially interested in one per cent or more of either a relevant company or an intermediate company (any such interest being deemed for the purposes of this Article 137 to be a material interest in all circumstances) For the purposes of this Article 137 4 -
 - 137 4 1 "an intermediate company" means a company having an interest in a relevant company which would be material if held by a Director,
 - 137 4 2 a Director shall be deemed to have an interest in one per cent or more of a relevant company or an intermediate company if directly or indirectly he is the holder of or beneficially interested in one per cent or more of any class of equity share capital or of the voting rights available to members of either such company, and
 - 137 4 3 there shall be disregarded any shares held by a Director as bare or custodian trustee and in which he has not beneficial interest, any shares comprised in a trust in which the Director's interest is in reversion or is in remainder (if and so long as some other person is entitled to receive the income from the trust) and any shares comprised in any authorised unit trust scheme in which the Director is interested only as a unit holder,
- 137 5 any contract, arrangement, transaction or proposal concerning the adoption, modification or operation of a pension fund, retirement, death or disability benefits scheme or personal pension plan under which he may benefit and which either -
 - 137 5 1 has been approved by or is subject to and conditional on approval by the Board of Inland Revenue for taxation purposes, or
 - 137 5 2 relates to both employees and directors of the Company (or any of its subsidiaries) and does not accord to any Director as such any privilege or advantage not accorded to the employees to which such scheme or fund relates,

137 6 any contract, arrangement, transaction or proposal for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits in a similar manner to employees and which does not accord to any Director as such any privilege or advantage not accorded to the employees to whom it relates, and

137 7 any contract, arrangement, transaction or proposal concerning the purchase and/or maintenance of any insurance policy pursuant to Article 172

138 **DIRECTOR'S INTEREST IN OWN APPOINTMENT**

A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or its termination) of 2 or more Directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Direction In such case each of the Directors concerned (if not otherwise debarred from voting under these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment

139 **CHAIRMAN'S RULING CONCLUSIVE ON DIRECTOR'S INTEREST**

If any question arises at any meeting as to the materiality of a Director's interest (other than the Chairman's interest) or as to the entitlement of any Director (other than the Chairman) to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the Chairman of the meeting The Chairman's ruling in relation to the Director concerned shall be final and conclusive

140 **DIRECTORS' RESOLUTION CONCLUSIVE ON CHAIRMAN'S INTEREST**

If any question arises at any meeting as to the materiality of the Chairman's interest or as to the entitlement of the Chairman to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman), whose majority vote shall be final and conclusive

141 **DEFINITIONS**

For the purposes of Articles 135 to 141 -

141 1 an interest of a person who is for the purposes of the Act connected (which word shall have the meaning given to it by section 346 of the Act) with a Director shall be treated as an interest of the Director, and

141 2 in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director in addition to any interest which the alternate Director has

THE SEAL

142 APPLICATION OF SEAL

The Seal shall be used only by the authority of a resolution of the Board or of a committee of the Board. The Board may determine whether any instrument to which the Seal is affixed and (or in the case of a share certificate in which the Seal may be printed) shall be signed and, if it is to be signed, who shall sign it. Unless otherwise so determined -

142 1 share certificates and, subject to the provisions of any instrument constituting the same, certificates issued under the Seal in respect of any debentures or other securities need not be signed and any signature may be affixed to or printed on any such certificate by any means approved by the Board, and

142 2 every other instrument to which the Seal is affixed shall be signed by one Director and by the Secretary or by 2 Directors

143 DEED WITHOUT SEALING

A document signed by a Director and by the Secretary or by two Directors and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if it were 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 have effect as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf

144 OFFICIAL SEAL FOR USE ABROAD

Subject to the provisions of the Act, the Company may have an official seal for use in any place abroad

THE SECRETARY

145 THE SECRETARY

145 1 Subject to the provisions of the Act, the Board shall appoint a Secretary or Joint Secretaries and shall have power to appoint one or more persons to be an Assistant or Deputy Secretary at such remuneration and on such conditions as it thinks fit

145 2 Any provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary

DIVIDENDS AND OTHER PAYMENTS

146 DECLARATION OF DIVIDENDS

Subject to the provisions of the Act and of these Articles, the Company may by ordinary resolution declare dividends to be paid to members according to their respective rights and interests in the profits of the Company. However, no dividend shall exceed the amount recommended by the Board

147 **INTERIM DIVIDENDS**

Subject to the provisions of the Act, the Board may declare and pay such interim dividends (including any dividend payable at a fixed rate) as appears to the Board to be justified by the profits of the Company available for distribution. If at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividend as well as on shares conferring preferential rights unless at the time of payment any preferential dividend is in arrear. Provided that the Board acts in good faith, it shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer by the lawful payment of any interim dividend on any shares ranking after those with preferential rights.

148 **ENTITLEMENT TO DIVIDENDS**

Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up (otherwise than in advance of calls) on the shares on which the dividend is paid. Subject as aforesaid, all dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, it shall rank for dividend accordingly.

149 **CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS**

The Board may deduct from any dividend or other money payable to any person on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to the shares of the Company.

150 **DISTRIBUTION IN SPECIE**

The Board may, with the authority of an ordinary resolution of the Company, direct that payment of any dividend declared may be satisfied wholly or in part by the distribution of assets, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways. Where any difficulty arises in regard to such distribution, the Board may settle it as it thinks fit. In particular the Board may -

150 1 issue fractional certificates (or ignore fractions),

150 2 fix the value for distribution of such assets or any part thereof and determine that cash payments may be made to any members on the footing of the value so fixed, in order to adjust the rights of members, and

150 3 vest any such assets in trustees on trust for the persons entitled to the dividend

151 **DIVIDENDS NOT TO BEAR INTEREST**

Unless otherwise provided by the rights attached to the share, no dividend or other moneys payable by the Company or in respect of a share shall bear interest as against the Company.

152 **METHOD OF PAYMENT**

152 1 The Company may pay any dividend, interest or other sum payable in respect of a share by cheque, dividend warrant or money order and may send the same by post to the registered address (or in the case of a Depositary, subject to the approval of the

Board, such persons and address) of the member or person entitled to it (or, if 2 or more persons are holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the member or otherwise by operation of law, to the registered address of such of those persons as is first named in the Register) or to such person and such address as such member or person or persons may direct in writing. Every cheque, warrant or order is sent at the risk of the person entitled to the money represented by it and shall be made payable to the order of the person or persons entitled or such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant or order shall be a good discharge to the Company. If any such cheque, warrant or order has or shall be alleged to have been lost, stolen or destroyed, the Board may, at the request of the person entitled thereto, issue a replacement cheque or warrant or order subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as entitled to a share may think fit. Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other moneys payable in respect of such share. Any such dividend, interest or other sum may also be paid by any other method (including direct debit or bank transfer) as the Board considers appropriate.

- 152 2 The Board may, at its discretion, make provisions to enable such Depositary and/or member as the Board shall from time to time determine to receive dividends duly declared in a currency or currencies other than sterling. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the foreign currency equivalent of any sum payable as a dividend shall be such market rate selected by the Board as it shall consider appropriate ruling at the close of business in London on the date which is the business day last preceding -

152 2 1 in the case of the dividend to be declared by the Company in general meeting, the date on which the Board publicly announces its intention to recommend that specific dividend, and

152 2 2 in the case of any other dividend, the date on which the Board publicly announces its intention to pay that specific dividend,

provided that where the Board considers the circumstances to be appropriate it shall determine such foreign currency equivalent by reference to such market rate or rates or the mean of such market rates prevailing at such time or times or on such other date or dates, in each case falling before the time of the relevant announcement, as the Board may select.

153 **UNCASHED DIVIDENDS**

If cheques, warrants or orders for dividends or other moneys payable in respect of a share sent by the Company to the person entitled thereto are returned to the Company or left uncashed on 2 consecutive occasions, the Company shall not be obliged to send any dividends or other moneys payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

154 **UNCLAIMED DIVIDENDS**

All dividends unclaimed for 12 months after having become payable and may be invested otherwise made use of by the board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of 12 years after having become due for payment

shall (if the Board so resolves) be forfeited and shall cease to remain owing by the Company

155 PAYMENT OF SCRIPT DIVIDENDS

The Board may, with the prior authority of an ordinary resolution of the Company and subject to such conditions as the Board may determine, offer to any holders of Ordinary Shares the right to elect to receive Ordinary Shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply -

- 155 1 the said resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period but such period may end later than the beginning of the annual general meeting next following the date of the meeting at which the ordinary resolution is passed
- 155 2 the entitlement of each holder of Ordinary Shares to new Ordinary Shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder would have received by way of dividend. For this purpose "relevant value" shall be calculated by reference to the average of the middle market quotations for the Ordinary Shares on the London Stock Exchange, as derived from the Daily Official List, for the day on which the Ordinary Shares are first quoted "ex" the relevant dividend and the 4 subsequent dealing days, or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount
- 155 3 no fractions of a share shall be allotted,
- 155 4 the Board shall, after determining the basis of allotment, notify the holders of Ordinary Shares in writing of the right of election offered to them, and specify the procedure to be followed and place at which, and the latest time by which, elections must be lodged in order to be effective
- 155 5 the Board may exclude from any offer any holders of Ordinary Shares or any Ordinary Shares held by a Depositary or any Ordinary Shares on which dividends are payable in foreign currency where the Board considers that the making of the offer to them or in respect of such shares would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them or in respect of such shares,
- 155 6 the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on Ordinary Shares in respect of which an election has been duly made (the "elected Ordinary Shares") and instead additional Ordinary Shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the Board may capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including any share premium account or capital redemption reserve) or of any of the profits which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to the holders of the elected Ordinary Shares on that basis. A Board resolution capitalising

any part of such reserve or fund or profits shall have the same effect as if such capitalisation had been declared by ordinary resolution of the Company in accordance with Article 156 and in relation to any such capitalisation the Board may exercise all the powers conferred on them by Article 156 without need of such ordinary resolution, and

- 155 7 the additional Ordinary Shares so allotted shall be allotted as of the record date for the dividend in respect of which the right of election has been offered and shall rank *pari passu* in all respects with each other and with the fully paid Ordinary Shares then in issue, except that they will not rank for any dividend or other distribution or other entitlement which has been declared, paid or made by reference to such record date

155 8 **RESERVES**

The Board may, before recommending any dividend (whether preferential or otherwise), carry to reserve out of the profits of the Company such sums as it thinks fit. All sums standing to reserve may be applied from time to time, at the discretion of the Board, for any other purpose to which the profits of the Company may properly be 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 Board thinks fit. The Board may divide the reserve into such special funds as it thinks fit, and may consolidate into one fund any special funds or any parts of any profits which it may think prudent not to distribute.

156 **CAPITALISATION OF RESERVES**

The Board may, with the authority of an ordinary resolution of the Company -

- 156 1 subject as provided in this Article 156, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company which is available for distribution or standing to the credit of share premium account or capital redemption reserve or other undistributable reserve,
- 156 2 appropriate the sum resolved to be capitalised to the members in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those holders of Ordinary Shares or as they may direct, in those proportions, or partly in one way and partly in the other, provided that the share premium account, the capital redemption reserve, any other undistributable reserve and any profits which are not available for distribution may, for the purposes of this Article 156, only be applied in paying up issued shares to be allotted to holders of Ordinary Shares credited as fully paid
- 156 3 resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends,
- 156 4 make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit thereof to the Company rather than to the holders of Ordinary

Shares concerned) or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions,

156 5 authorise any person to enter into on behalf of all the holders of Ordinary Shares concerned an agreement with the Company providing for either -

156 5 1 the allotment of them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation, or

156 5 2 the payment up by the Company on behalf of such holders by the application thereto of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares (any agreement made under such authority being effective and binding on all such holders), and

156 6 generally do all acts and things required to give effect to such resolution

157 **RECORD DATES**

Notwithstanding any other provisions of these Articles, but without prejudice to the rights attached to any shares, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue. Such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

ACCOUNTS

158 **ACCOUNTING RECORDS**

The Board shall cause accounting records to be kept in accordance with the Act.

159 **INSPECTION OF RECORDS**

No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the court, by the Board or by ordinary resolution of the Company.

160 **ACCOUNTS TO BE SENT TO MEMBERS**

Except as provided in Article 161, a printed copy of the Directors' and Auditors' reports accompanied by printed copies of the balance sheet and every document required by the Act to be annexed to the balance sheet and of the profit and loss account or income and expenditure account shall, not less than 21 clear days before the annual general meeting before which they are to be laid, be delivered or sent by post to every member and holder of debentures of the Company and to the Auditors. However, this Article shall not require a copy of those documents to be sent to any member who under the provisions of these Articles is not entitled to receive notices from the Company or of whose address the Company is unaware or to more than one of the joint holders of any shares or debentures. If all or any of the shares or debentures of the Company are listed or dealt in on any stock exchange, there shall at the same time be forwarded to the secretary of that stock exchange such number of copies of each of those documents as the regulations of that stock exchange may require.

161 SUMMARY FINANCIAL STATEMENTS

The Company may, in accordance with section 251 of the Act and any regulations made under it, sent a summary financial statement to any member instead of or in addition to the documents referred to in Article 160. Where it does so, the statement shall be delivered or sent by post to the member not less than 21 clear days before the annual general meeting before which those documents are to be laid.

NOTICES

162 NOTICES TO BE IN WRITING

Any notice to be given to or by any person pursuant to these Articles shall be in writing, except that a notice convening a Board meeting need not be in writing.

163 SERVICE OF NOTICE ON MEMBERS

163 1 The Company may give any notice or document (including a share certificate) to a member, either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of a member registered on an overseas branch register any such notice or document may be posted either in the United Kingdom or in the territory in which such branch register is maintained.

163 2 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the Register in respect of the joint holding. Notice so given shall be sufficient notice to all the joint holders.

163 3 Where a member (or, in the case of joint holders, the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which notices or other documents may be given to him, he shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice or document from the Company.

163 4 If on 3 consecutive occasions, notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of notices.

164 NOTICE IN CASE OF DEATH, BANKRUPTCY OR MENTAL DISORDER

The Company may give notice to the person entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

165 **EVIDENCE OF SERVICE**

165 1 Any member present, in person or by proxy, at any meeting of the Company or of the holders of any class of shares of the Company shall be deemed to have received due notice of such meeting, and, where requisite, of the purposes for which such meeting was called

165 2 Any notice or other document, addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post, be deemed to have been served or delivered on the day after the day when it was put in the post (or, where the second-class mail is employed, on the second day after the delivery when it was put in the post) In proving such service or delivery it shall be sufficient to prove that the envelope containing the notice or document was properly addressed and put into the post as a prepaid letter Any notice or other document was properly addressed and put into the post as a prepaid letter Any notice or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day on which it was so delivered or left

166 **NOTICE BINDING ON TRANSFEREES**

Every person who, by operation of law, transfers or by other means becomes entitled to a share shall be bound by any notice in respect of that share (other than a notice given by the Company under section 212 of the Act) which, before his name is entered in the Register, has been duly given to a person from whom he derives his title

167 **NOTICE OF ADVERTISEMENT**

Any notice to be given by the Company to the members or any of them, and not otherwise provided for by these Articles, shall be sufficiently given if given by advertisement in at least one leading daily newspaper published in the United Kingdom and, where the Company keeps an overseas branch register, in at least one leading daily newspaper published in the territory in which such register is maintained Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement first appears

168 **SUSPENSION OF POSTAL SERVICES**

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least 2 leading daily newspaper with appropriate circulations (at least one of which shall be published in London) and, where the Company keeps an overseas branch register, in at least one leading daily newspaper published in the territory in which such register is maintained Such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the first of such advertisements appears In any such case the Company shall send confirmatory copies of the notice by post if at least 7 days prior to the meeting the posting of notices of address throughout the United Kingdom again becomes practicable

WINDING UP

169 DIVISION OF ASSETS

If the Company is wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. Any such division may be otherwise than in accordance with the existing rights of the members, but if any division is resolved otherwise than in accordance with such rights, the members shall have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to section 110 of the Insolvency Act 1986. The liquidator may, with the like sanction, vest the whole or any part of the whole of the assets in trustees on such trusts for the benefit of the members as he with the like sanction shall determine, but no member shall be compelled to accept any assets on which there is a liability.

170 TRANSFER OF SALE UNDER SECTION 110 INSOLVENCY ACT 1986

A special resolution sanctioning a transfer or sale to another company duly passed pursuant to section 110 of the Insolvency Act 1986 may in the like manner authorise the distribution of any shares or other consideration receivable by the liquidator among the members otherwise than in accordance with their existing rights, and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by the said section.

INDEMNITY

171 RIGHT TO INDEMNITY

171 1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a Director or other officer of the Company (other than any person engaged by the Company as the Auditors) may be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities incurred by him from time to time (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise) in relation to the affairs of the Company or any member of the Group or the actual or purported execution and/or discharge of the duties of his office and/or the exercise of purported exercise of his powers or discretions, including any liability suffered or incurred by him in disputing, defending, investigating or providing evidence in connection with any actual, threatened or alleged claims, demands, investigations or proceedings, whether civil or criminal, or in connection with any application for relief under the Act.

171 2 The Directors may also, subject to the provisions of the Act, provide funds to any Director or other officer of the Company (other than any person engaged by the Company as the Auditors) to meet, or do anything to enable a Director to avoid incurring, expenditure incurred or not to be incurred by him in defending any criminal or civil proceedings or in connection with any application for relief under the Act.

172 POWER TO INSURE

Subject to the provisions of the Act, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time

a Director or other officer or employee of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer or employee. The Board may authorise directors of subsidiaries of the Company to purchase and maintain insurance at the expense of the Company for the benefit of any present or former director, other officer or employee of such company in respect of such liability, loss or expenditure

173 **SCHEME OF ARRANGEMENT**

173 1 In this article

173 1 1 references to the "Scheme" are to the Scheme of Arrangement between the company and the Scheme Shareholders (as defined in the Scheme) dated 23 January 2008 in its form at that date or with or subject to any modification, addition or condition (including, without limitation, any modification or addition which represents an improvement in the value and/or terms of the Scheme to holders of Scheme Shares (as defined in the Scheme)) agreed by the company and Turbo Alpha which the Court may think fit to approve or impose, and

173 1 2 terms defined in the Scheme shall have the same meanings in this article 172

173 2 If the company issues any shares (other than to Turbo Alpha or any nominee of Turbo Alpha (a "Turbo Alpha Company")) on or after the date of the adoption of this article and on or prior to the Reduction Record Time, such shares shall be issued subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the holder or holders of such shares shall be bound by the Scheme accordingly

173 3 Subject to the Scheme and Reduction becoming effective and notwithstanding the other provisions of these articles, if any shares are issued, or transferred, to any person other than a Turbo Alpha Company or under the Scheme (a "New Member") after the Reduction Record Time (the "Post-Scheme Shares") they will, provided that the Scheme becomes or has become effective, be immediately transferred to Turbo Alpha or its nominee(s) in consideration of and conditional on the payment by Turbo Alpha to the New Member of such amount of cash consideration as would have been paid pursuant to the Scheme for each such share as if it were a Scheme Share

173 4 On any reorganisation of, or material alteration to, the share capital of the company (including, without limitation, any subdivision and/or consolidation, but excluding the Scheme), the value of the consideration per share to be paid under paragraph 172 3 of this article 172 shall be adjusted by the directors in such manner as the auditors of the company or an independent investment bank selected by the company may determine to be appropriate to reflect such reorganisation or alteration. References in this article 172 to shares shall, following such adjustment, be construed accordingly

173 5 To give effect to any such transfer required by this article 172, the company may appoint any person to execute a form of transfer on behalf of or as attorney for the New Member in favour of Turbo Alpha or its nominee(s)

Pending the registration of Turbo Alpha or its nominee(s) as the holder of any share to be transferred pursuant to this article 172, Turbo Alpha shall be irrevocably empowered to appoint a person nominated by the directors of Turbo Alpha to act as attorney on behalf of each holder of any such share in accordance with such directions as Turbo Alpha may give in relation to any dealings with or disposal of such share (or any interest therein), exercising any rights attached thereto or receiving any distribution or other benefit accruing or payable in respect thereof and the registered holder of such share shall exercise all rights attaching thereto in accordance with the directions of Turbo Alpha but not otherwise. The company shall not be obliged to issue a certificate to the New Member for any such share"