

Company Number: 01172728

SPECIAL RESOLUTIONS

OF

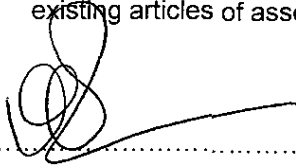
PAUL MURRAY PLC (the "Company")

Passed on 31 August 2017

At a general meeting of the Company duly convened and held at Burlington House, Hedge End, Southampton SO30 2AF on 31 August 2017, the following resolution was duly passed as a special resolution.

SPECIAL RESOLUTION

- 1 THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association (the "**New Articles**").



Director

11/9/12
124



Company Number: 1172728

The Companies Act 2006

Public Company Limited by Shares

ARTICLES OF ASSOCIATION of

PAUL MURRAY PLC

(Adopted by Special Resolution passed on 31 August 2017)

PRELIMINARY

1 Model Articles not to apply

No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies (including the regulations in The Companies (Model Articles) Regulations 2008) shall apply to the Company, but the following shall be the Articles of Association of the Company.

2 Interpretation

2.1 In these Articles, unless the context otherwise requires, the following expressions have the following meanings:

"Act"	means the Companies Act 2006 as amended from time to time;
"Address"	includes a number or address used for the purposes of sending or receiving documents or information by electronic means;
"Articles"	means these Articles of Association as originally adopted or altered or varied from time to time (and Article means one of these Articles);
"A Share"	means an Ordinary Share designated as an A ordinary share;
"Auditors"	means the auditors for the time being of the Company or, in the case of joint auditors, any one of them;
"authenticated"	means (subject to section 1146 of the Act) authenticated in such manner as the Board may in its absolute discretion determine;
"Board"	means the board of Directors for the time being of the Company or the Directors present or deemed to be present at a duly convened meeting of Directors at which a quorum is present;
"B Share"	means an Ordinary Share designated as a B ordinary share, 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 Paul Murray PLC, company number 1172728;
"Director"	means a director for the time being of the Company;
"electronic form" and "electronic means"	have the meanings given to them in section 1168 of the Act;
"Equity Shares"	means the A Shares and the B Shares (or such of them as are in issue and designated as such from time to time);
"execution"	includes any mode of execution (and executed shall be construed accordingly);
"holder"	means (in relation to any share) the person whose name is entered in the Register as the holder or, where the context permits, the persons whose names are entered in the Register as the joint holders of that share;
"Ordinary Share"	means an ordinary share of £1 in the capital of the Company, paid up;
"paid up"	means paid up or credited as paid up;
"Paul Murray"	means Paul Travis Murray, of New Barn Farmhouse, Shepherd's Lane, Compton Down, Winchester, Hampshire, SO21 2AD;
"Register"	means the register of shareholders of the Company to be kept pursuant to the Act or, as the case may be, any overseas branch register kept pursuant to Article 116;
"Relation"	<p>means in relation to a shareholder or a deceased or former shareholder:</p> <ul style="list-style-type: none"> ▪ a spouse (including a common law spouse, being a person with whom the shareholder or deceased shareholder is or was at the relevant time living as husband and wife); ▪ a brother or sister (including a step- or half-brother or sister or brother or sister by adoption); ▪ a child or grandchild (including a step or adopted or illegitimate child) and their issue; and ▪ the spouse or common law spouse of any such brother, sister, child, grandchild or issue;

"Seal"	means the common seal of the Company (if it has one) or any official or securities seal that the Company may be permitted to have under 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 <i>secretary of the Company including (subject to the provisions of the Act) a joint, temporary, assistant or deputy secretary;</i>
"Share"	means a share of the Company;
"transaction"	includes any proposed transaction, contract, arrangement or agreement and any transaction, contract, arrangement or agreement that has been entered into;
"United Kingdom"	means Great Britain and Northern Ireland;
"writing" or "written"	means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form, including (subject to the provisions of the Act) in electronic form.

2.2 In these Articles, unless the context otherwise requires:

2.2.1 words in the singular include the plural, and vice versa;

2.2.2 words importing the masculine gender include the feminine gender;

2.2.3 a reference to a person includes a body corporate and an unincorporated body of persons;

2.2.4 a reference to any statute or statutory provision shall include any orders, regulations or other subordinate legislation made under it, any statutory modification, or re-enactment of it for the time being in force, and any statutory provisions of which it is a consolidation, re-enactment or modification; and

2.2.5 words or expressions not defined herein shall have the respective meanings given to them in the Act as in force on the date when these Articles become binding on the Company.

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

2.4 Where pursuant to any provision of these Articles any notice, appointment of proxy or other document which is in electronic form is required to be signed or executed by or on behalf of any person, that signature or execution includes the affixation by or on behalf of that person of an electronic signature (as defined in section 7(2) Electronic Communications Act 2000) in such form as the Directors may approve.

3 Liability of shareholders

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

4 Form of resolution

Subject to the Act, where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

SHARE CAPITAL

5 Share classes

Except as otherwise provided in these Articles, the A Shares and B Shares shall rank *pari passu* in all respects but constitute separate classes of shares.

6 Income

6.1 If in respect of any financial year or period the Company or the Board determines to distribute any sum by way of dividend or interim dividend to the holders of the Equity Shares, such sum shall be applied in paying:

6.1.1 to the holders of the A Shares, such part of the dividend (if any) as the Board recommends;

6.1.2 to the holders of the B Shares such part of the dividend (if any) as the Board recommends.

6.2 The Board shall have complete and unfettered discretion in making any recommendation under Article 6.1 and:

6.2.1 *shall not be required to recommend the payment of dividends according to the amounts paid up on the A Shares and B Shares;*

6.2.2 may recommend the payment of a dividend to the holders of one or more of the classes of Equity Shares and recommend the payment of a dividend at a different rate or rates (or recommend the payment of no dividend at all) to the holders of the other class or classes of Equity Shares;

6.2.3 shall not be required, in making any recommendation, to take account of or have regard to dividends paid (or not paid) to the holders of the A Shares or B Shares in respect of any previous financial year or period; and

6.2.4 shall not be required, in making any recommendation, to give equal treatment to the holders of the A Shares or B Shares in respect of any one financial year or period or in respect of any number of financial years or periods.

6.3 Without prejudice to the generality of Article 53, the special rights attaching to the A Shares and the B Shares shall be deemed to be varied by the amendment or repeal of any provision of, or addition of any provision to this Article 6.

7 Allotment

- 7.1 *Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the Company, the Board shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares, but subject thereto the Board may allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of shares 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.*
- 7.2 The Board may, at any time after the allotment of any share but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and accord to any allottee of a share a right to effect such renunciation, in each case subject to such terms and conditions as the Board may think fit to impose.

8 Redeemable shares

Subject to any special rights for the time being attached to any existing shares, any share may be issued which is redeemable, 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 the Board may determine.

9 Power to attach rights

Subject 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, so far as the resolution does not make specific provision, as the Board may determine.

10 Share warrants to bearer

- 10.1 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 a share warrant.
- 10.2 The powers referred to in Article 10.1 may, subject to Article 7.1, be exercised by the Board, which may determine and vary the conditions on which share warrants shall be issued, and in particular on which:
- 10.2.1 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);

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

10.2.3 dividends will be paid; and

10.2.4 a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in it.

10.3 Subject to such conditions and to these Articles, the bearer of a share warrant shall be deemed to be a shareholder 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 share warrant.

11 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. Any such commission or brokerage may be paid in respect of a conditional or absolute subscription for shares and 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.

12 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 on any trust, and the Company shall not be bound by or required in any way to recognise (even when having notice of it) any equitable, contingent, future, partial or other claim to or interest in any shares other than an absolute right of the holder to the whole of the share.

SHARE CERTIFICATES

13 Right to certificates

13.1 On becoming the holder of any share, every person shall be entitled, without charge, to have issued within two months after allotment or lodgement of a transfer (unless the terms of issue of the shares provide otherwise) one certificate for all of the shares of that class registered in his name. Such certificate shall specify the number and class of the shares in respect of which it is issued and the amount or respective amounts paid up thereon and shall be issued as provided in Article 130.

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

13.3 Where a shareholder 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. Where a shareholder receives more shares of any class, he shall be entitled without charge to a certificate for the extra shares of that class.

13.4 No certificate shall be issued representing shares of more than one class.

14 Replacement certificates

14.1 Any two or more certificates representing shares of any one class held by any shareholder 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.

14.2 If any shareholder shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two 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.

14.3 Share certificates may be renewed or replaced on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out of pocket expenses, including those 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, damaged or worn out), but without any further charge.

14.4 In the case of shares held jointly by several persons, any such request as is mentioned in this Article 14 may be made by any one of the joint holders.

LIEN ON SHARES

15 Lien on shares not fully paid

The Company shall have a first and paramount lien on each of its shares which is not fully paid, for all amounts payable to the Company (whether presently or not) in respect of that share and to the extent and in the circumstances permitted by 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.

16 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 any moneys in respect of which such lien exists are presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until notice in writing shall have been served on the holder or the persons (if any) entitled by transmission to the shares, demanding 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 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 to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

17 Application of proceeds of sale

The net proceeds of any sale of shares subject to any lien, after payment of 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 holder or the person (if any) entitled by transmission to the shares so sold (without interest).

CALLS ON SHARES

18 Calls

Subject to the terms of allotment of shares, the Board may from time to time make calls on the shareholders in respect of any moneys unpaid on the shares, of any class, 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 shareholder shall (subject to receiving at least 14 clear days' notice specifying when and where payment are 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 shareholders 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.

19 Liability of joint holders

The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect thereof.

20 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.

21 Rights of shareholder when call unpaid

Unless the Board otherwise determines, no shareholder shall be entitled to receive any dividend or to be present and vote at a general meeting or at any separate general meeting of the holders of any class of shares either in person or (save as proxy for another shareholder) by proxy, or be reckoned in a quorum, or to exercise any other right or privilege as a shareholder in respect of a share held by him unless and until he shall have paid all calls for the time being due and payable by him in respect of that share, whether alone or jointly with any other person, together with interest and expenses (if any) to the Company.

22 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.

23 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.

24 Payment in advance of calls

The Board may, if it thinks fit, receive from any shareholder 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 to such shareholder not less than three 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.

FORFEITURE OF SHARES

25 Notice if call not paid

If any shareholder 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 shareholder 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 that payment shall be made 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 is forfeited shall on forfeiture become the property of the Company. Subject to the provisions of the Act, any forfeited share may be sold, re-allotted or otherwise disposed of, either to the person who was the holder before forfeiture or otherwise entitled to the share, 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 of the share 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 share. The Company may receive the consideration (if any) given for the share on its disposal.

31 Effect of forfeiture

A shareholder whose shares have been forfeited shall cease to be a shareholder in respect of the shares forfeited and shall surrender to the Company for cancellation the certificate for such shares. 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 at 15 per cent per annum (or such lower rate as the Board may determine) from the date of the forfeiture to the date of

payment, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) claims, demands and liabilities 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 holder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved or as are by the Act given or imposed in the case of past shareholders.

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 that share, 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 disposal thereof and a certificate for the share 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 disposal 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 disposal thereof.

TRANSFER OF SHARES — GENERAL PROVISIONS

34 Form of transfer

Subject to such of the restrictions of these Articles as may be applicable, each shareholder may transfer all or any of his shares by instrument of 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 share until the name of the transferee is entered in the Register in respect of it.

35 Right to refuse registration

35.1 No Share may be transferred unless the transfer is made in accordance with Articles 35.2. The Board may, in its absolute discretion, refuse to register any transfer of a share (or renunciation of a renounceable letter of allotment) unless:

35.1.1 it is in respect of a share which is fully paid up;

- 35.1.2 it is in respect of only one class of shares;
- 35.1.3 it is in favour of a single transferee or not more than four joint transferees;
- 35.1.4 it is duly stamped (if so required); and
- 35.1.5 it is delivered for registration to the Office or such other place as the Board may from time to time determine, accompanied (except in the case of a renunciation) by the *certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove the title of the transferor or person renouncing and the due execution of the transfer or renunciation by him or, if the transfer or renunciation is executed by some other person on his behalf, the authority of that person to do so.*

35.2 In addition to the provisions of Article 35.2 the Board may, in its absolute discretion, refuse to register any transfer of a share (or renunciation of a renounceable letter of allotment) if:

- 35.2.1 it is a transfer of a share or renunciation to a bankrupt, a minor or a person of unsound mind;
- 35.2.2 the transfer or renunciation is to or in favour of an employee, Director or prospective employee or Director and such person has not entered into a joint election with the Company under section 431 Income Tax (Earnings and Pensions) Act 2003.

36 Notice of refusal

If the Board refuses to register a transfer of a share it shall, within two months after the date on which the transfer was lodged with the Company, send notice of the refusal, together with the reasons for refusal, to the transferee. Any instrument of transfer which the Board refuses to register shall (except in the case of suspected or actual fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.

37 Fees on registration

No fee 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.

38 Information about Shareholdings and Transfers

38.1 For the purpose of determining whether the registration of a transfer of a share is to be authorised or refused, the Board may from time to time require:

- 38.1.1 any shareholder;
- 38.1.2 the legal personal representatives of any deceased shareholder; or
- 38.1.3 any person named as transferee in any transfer lodged for registration,

to provide the Company with such information and evidence as the Board may think fit including (but not limited to) the names and addresses and interests of all persons having interests in the shares from time to time registered in the shareholder's name.

38.2 If such information or evidence is not provided to the satisfaction of the Board within 14 days after request, the Board:

38.2.1 shall refuse to register the transfer in question; and

38.2.2 may serve a notice on the shareholder or other person entitled or claiming to be entitled to be registered as the holder of the shares stating that the shareholder or such other person may not:

(a) attend or vote (personally or by proxy) at any general meeting or at any class meeting; or

(b) receive dividends on his shares,

until the evidence or information has been provided to the Board's satisfaction.

TRANSFER OF SHARES — PRE-EMPTION PROVISIONS

39 Transfers to Relations

Subject to Articles 34 to 38, a shareholder may transfer all or any of his shares to a person who is that shareholder's Relation without restriction as to price or otherwise, the provisions of Articles 40 to 45 do not apply to any such transfer and shall be construed accordingly.

40 Transfer notices

40.1 Any shareholder who wishes to transfer any shares or any interest in shares, or grant any rights or options over or in respect of any shares ("**Seller**") shall give the Company notice in writing ("**Transfer Notice**") and such notice shall specify:

40.1.1 the number and class of shares the Seller wishes to transfer or grant any rights over ("**Sale Shares**"), which may be all or part only of the shares then held by the Seller,

40.1.2 whether or not the Seller has received an offer from a third party for the Sale Shares and if so the identity of the third party and the price (including all relevant terms) offered for the Sale Shares,

and shall be accompanied by the share certificates for the Sale Shares or a suitable indemnity in lieu. Except as otherwise expressly provided in these Articles, a Transfer Notice shall be irrevocable without the consent of the Board, which may impose such conditions to any consent as it thinks fit.

40.2 A Transfer Notice may specify that unless acceptances are received for all the Sale Shares then none of the Sale Shares shall be sold (an all or nothing provision).

41 Sale price

41.1 A Transfer Notice shall constitute the Company as the Seller's agent for the sale of the Sale Shares at a price ("**Sale Price**") specified in the Transfer Notice relating to the Sale Shares or (if no such price is specified, or if the Board so requires) agreed upon by the Seller and the Board. In the absence of such agreement within 30 days after the service of the Transfer Notice, the Sale Price shall be the price which the Auditors or, if the Seller so elects, an independent valuer appointed by the Board for the purpose (acting as expert and not as arbitrator) shall certify to be in their or his opinion the fair value thereof as at the date of the Transfer Notice:

41.1.1 as between a willing seller and a willing buyer, and disregarding any actual or assumed buyer with a special interest in buying the Sale Shares;

41.1.2 on a going concern basis (unless at the time the Company is not a going concern, or it is reasonable to assume that it will cease to be a going concern, without an injection of funds, within the next 12 months);

41.1.3 as if all the issued and to be issued shares were being sold at the same time (and without applying any discount in respect of Sale Shares representing a minority interest or any premium in respect of Sale Shares representing a majority interest) and as if (whether or not actually the case) all Equity Shares comprised one class of share ranking pari passu in all respects having no special rights or privileges; and

41.1.4 as if a reasonable time were available to seek a buyer and conclude a sale.

41.2 The Auditors' or valuer's certificate (as the case may be) shall include the reasons for arriving at their or his opinion as to the fair value of the Sale Shares and shall be final and binding for all purposes, save in the case of manifest error. The cost of obtaining the certificate shall be borne by the Company (unless the Sale Price as so certified is the same as, or substantially the same as, that (if any) which the Board had notified to the Seller as being in their opinion the Sale Price, in which case the cost shall be borne by the Seller).

41.3 If the Auditors or valuer are asked to certify the Sale Price pursuant to Article 41 the Company shall within seven days of the issue of the certificate furnish a copy of it to the Seller and the Seller shall be entitled, by notice in writing given to the Company within 28 days of the same being served on him, to withdraw the Transfer Notice.

42 Offer and allocation of the Sale Shares

42.1 Upon the Sale Price being fixed in accordance with Article 41.1, and provided that the Seller does not validly withdraw the Transfer Notice, the Board shall offer the Sale Shares to shareholders other than the Seller by notice in writing (the "**Offer**") and the number of Shares so offered shall be the Transfer Entitlement. The Transfer Entitlements of shareholders shall be determined by allocating the Sale Shares only amongst holders of Equity Shares and such allocation shall be made pro rata to the nominal value of Equity Shares held by each such holder (but shall not exceed the maximum which such holder shall have expressed a willingness to buy).

- 42.2 The Offer shall be open for the period specified by the Board (the "**Offer Period**"), being not less than 30 nor more than 60 days from the date upon which the relevant Offer is made, during which time each shareholder must state in writing to the Company the number of Sale Shares (if any) he would like to buy, and so that any shareholder who fails to do so shall be deemed to have rejected the Offer made to him.
- 42.3 If on the expiry of the Offer Period the Board shall not have received valid acceptances in respect of all the Sale Shares in accordance with the allocations set out in Article 42.1, it shall, unless the Transfer Notice contained an all or nothing provision, allocate the Sale Shares amongst the holders of Equity Shares as follows:
- 42.3.1 to each such holder who has agreed to purchase Shares, his Transfer Entitlement or such lesser number of Sale Shares for which he may have applied;
- 42.3.2 if any such holder has applied for less than his Transfer Entitlement, the excess shall be allocated to those holders of Equity Shares who have applied for more than their Transfer Entitlement in proportion to the number of Equity Shares then held by each of them respectively (but without allocating to any such holder an aggregate number of Sale Shares greater than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this Article 42.3.2, disregarding any holder of Equity Shares whose application has already been satisfied in full.
- 42.4 If any of the Sale Shares shall not be capable of being offered under this Article 42 without involving fractions, such Sale Shares shall be allocated amongst the holders of Equity Shares in such proportions as the Board shall think fit.

43 Completing the sale of the Sale Shares

- 43.1 Within seven days of the conclusion of the Offer Period, or, if the Transfer Notice validly contained an all or nothing provision and valid acceptances have not been received in respect of all the Sale Shares, within seven days of the Seller confirming that it wishes to proceed with the transfer of the Sale Shares, the Board shall notify the Seller of the number of Sale Shares taken up in the Offer and shall notify each offeree who has accepted the Offer ("**Buyer**") in writing that a contract has been concluded for the sale and purchase of the Sale Shares allocated to the Buyer, whereupon:
- 43.1.1 the Seller and the respective Buyers shall be bound to give effect to such contracts and shall within 14 days of notice being given in accordance with this Article 43.1 execute proper transfers of the Sale Shares and effect payment of the Sale Price for the respective Sale Shares; and
- 43.1.2 the Seller shall sell the Sale Shares to the Buyers with full title guarantee, free from all charges, liens and encumbrances and with the benefit of all rights attaching to them (including all dividends and distributions) as at the date of the relevant contract.
- 43.2 If the Seller fails to comply with its obligations under Article 43.1 the Company:
- 43.2.1 may receive the purchase price and the Board may appoint a person to execute instruments of transfer of the Sale Shares in favour of the Buyers;

43.2.2 shall, subject to the relevant transfer being submitted by each such Buyer duly stamped, enter the names of those Buyers in the register of shareholders of the Company as the holders of the Sale Shares; and

43.2.3 shall hold the purchase price in trust for the Seller.

The receipt of the Company shall be a good discharge to those Buyers and, after their names have been entered in the register of shareholders of the Company under this Article, the validity of the transactions shall not be questioned by any person

44 Partial acceptance of Offer

44.1 If upon completion of the Offer acceptances have not been received in respect of all of the Sale Shares, the Board shall in writing notify the Seller whereupon the Seller shall be entitled, by notice in writing:

44.1.1 if an all or nothing provision is included in the Transfer Notice, to withdraw the Transfer Notice (in which event neither the Seller nor the Buyers will have any further obligations in respect of any offer made for the Sale Shares and the Board shall notify the Buyers accordingly); or

44.1.2 at any time within three months of notification, to transfer to any person on a bona fide arm's length sale at any price not less than the Sale Price (without any rebate or discount whatsoever, and without any other benefit or right passing, or being agreed to be passed, for less than fair value directly or indirectly from the Seller, or by any person on his behalf, to or on behalf of such person):

(a) if an all or nothing provision is included in the Transfer Notice:

(i) all of the shares comprised in the Transfer Notice (in which event neither the Seller nor the Buyers will have any further obligations in respect of any Offer made for the Sale Shares and the Board shall notify the Buyers accordingly); or

(ii) the entire balance (but not some only) of any Sale Shares not the subject of an accepted Offer (in which event the sale of Sale Shares already the subject of an accepted Offer shall proceed forthwith in accordance with Article 43.1),

(b) if an all or nothing provision is not included in the Transfer Notice, the balance, or any part thereof, of any Sale Shares not the subject of an accepted Offer (in which event the sale of Sale Shares already the subject of an accepted Offer shall proceed forthwith in accordance with Article 43.1).

45 Failure to complete through no fault of the Seller

Where through no default of the Seller any purchase of Sale Shares is not duly completed, the Board shall notify each Buyer of Sale Shares in respect of which there has been default in completion and if within seven days of such notice being given each such Buyer shall not have completed or fully completed the purchase of the respective Sale Shares, the Seller

shall be entitled to sell such Sale Shares to any person on the terms mentioned in Article 44.1.

TRANSMISSION OF SHARES

46 On death

46.1 If a shareholder 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 (on such evidence as to his title being produced as the Board may require) 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 shareholder from any liability in respect of any share which has been solely or jointly held by him.

46.2 Any person becoming entitled to a share in consequence of the death of any shareholder may, on such evidence as to his title being produced as the Board may require, elect either to become registered as a shareholder or to have some person nominated by him registered as a shareholder. 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, he shall execute an instrument of transfer of such share to that person. All the provisions of these Articles relating to the transfer of shares (other than, as regards an instrument of transfer of shares to a Relation of the deceased shareholder as sole holder or to joint holders each of whom is a Relation of the deceased shareholder, Articles 40 to 45) 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 shareholder and his death had not occurred. If any such share remains unsold after the procedures contained in Articles 40 to 45 have been followed (and no sale of such share has been effected in accordance with Article 44.1.2 by the person entitled to the share), the Board shall in writing notify the person entitled to the share, whereupon he may elect either to be registered himself as the holder of the each such share or to have some person nominated by him registered as the transferee thereof as if the deceased shareholder had executed an instrument of transfer in favour of such transferee, in which case all the provisions of these Articles (other than Articles 40 to 45) conferring on the Directors the right to refuse or suspend registration of such transferee shall apply as they would have applied in the case of a transfer of the shares in question by the deceased shareholder.

47 Transmission otherwise than on death

Any person becoming entitled to a share in consequence of the bankruptcy of any shareholder, or of any other event (apart from the death of a shareholder) giving rise to a transmission of such entitlement by operation of law, shall be deemed to have given a Transfer Notice in respect of each such share (without an all or nothing provision), save to the extent that the Board may otherwise determine, and if any such share remains unsold after the procedures contained in Articles 40 to 45 have been followed (and no sale of such share has been effected in accordance with Article 44.1.2), the Board shall in writing notify the person entitled to the share, whereupon he may, on such evidence as to his title being produced as the Board may require, elect to become registered as a shareholder. If he elects to become registered himself, he shall give notice to the Company to that effect. All the provisions of these Articles (other than Articles 40 to 45) relating to the transfer of

shares shall apply to the notice as if it were an instrument of transfer executed by the shareholder and his bankruptcy or the other event as aforesaid had not occurred.

48 Rights on transmission

Where a person becomes entitled to a share in consequence of the death or bankruptcy of any shareholder, 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 of 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 with within 60 days, the Board may thereafter withhold payment of all dividends and other moneys payable in respect of such share until the requirements of the notice have been complied with.

DESTRUCTION OF DOCUMENTS

49 Destruction of documents

49.1 The Company may destroy:

49.1.1 any instrument of transfer, after six years from the date on which it is registered;

49.1.2 any dividend mandate or any variation or cancellation thereof or any notification of change of name or address, after two years from the date on which it is recorded;

49.1.3 any share certificate, after one year from the date on which it is cancelled; and

49.1.4 any other document on the basis of which any entry in the Register is made, after six 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 at a date earlier than that authorised by this Article if a copy of such document is made and retained (whether made electronically, by microfilm, by digital imaging or by any other means) until the expiration of the period applicable to the destruction of the original of such document.

49.2 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, that every other document so destroyed had been properly dealt with in accordance with its terms and was valid and effective in accordance with the particulars in the records of the Company, provided that:

49.2.1 this Article 49 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;

49.2.2 nothing in this Article 49 shall be construed as imposing on the Company any liability in respect of the destruction of any such document otherwise than as provided for in this Article 49 which would not attach to the Company in the absence of this Article 49; and

49.2.3 references in this Article 49 to the destruction of any document include references to the disposal of it in any manner.

ALTERATION OF SHARE CAPITAL

50 Increase, reduction, consolidation and sub-division

50.1 The Company may from time to time:

50.1.1 increase its share capital by allotting new shares in accordance with Part 17 of the Act;

50.1.2 subject to any rights for the time being attached to any shares, reduce its share capital and any capital redemption reserve, share premium account or other undistributable reserve in any way in accordance with Chapter 10 of Part 17 of the Act;

50.1.3 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares in accordance with section 618 of the Act; and

50.1.4 sub-divide its shares or any of them into shares of smaller amount in accordance with section 618 of the Act, and may by the resolution authorising the sub-division 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 shares.

51 Fractions

51.1 Whenever as the result of any consolidation, division or sub-division of shares any holders would become entitled to fractions of a share, the Board may, on behalf of those holders and without any further resolution of the Company:

51.1.1 sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale after deduction of the expenses of sale in due proportion among those holders (except that any amount otherwise due to a holder, being less than £3 or such other sum as the Board may from time to time determine, may be retained for the benefit of the Company); or

51.1.2 issue to 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. In relation to such a capitalisation the Board may exercise all the powers conferred on it by Article 144 without an ordinary resolution of the Company.

- 51.2 For the purposes of any sale pursuant to Article 51.1, the Board may authorise a 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*.

52 Purchase of own shares

Subject to the provisions of the Act, to any rights for the time being attached to any shares and any confirmation or consent required by law, the Company may purchase, or may enter into a contract under which it will or may purchase, any of its own shares of any class (including any redeemable shares) Any shares to be so purchased may be selected in any manner whatsoever.

VARIATION OF CLASS RIGHTS

53 Sanction to variation

Subject to the provisions of the Act, if at any time the share capital of the Company is divided into shares of different classes, any of the rights for the time being attached to any share or class of shares in the Company (whether or not the Company may be or is about to be wound up) may from time to time be 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 shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class duly convened and held in accordance with these Articles.

54 Class meetings

All the provisions in these Articles as to general meetings shall, with any necessary modifications but subject to the provisions of the Act, apply equally to every meeting of the holders of any class of shares. The Board may convene a meeting of the holders of any class of shares whenever it thinks fit and whether or not the business to be transacted involves a variation or abrogation of class rights

55 Deemed variation

Subject to the terms of issue of or rights attached to any shares, the rights or privileges attached to any class of shares shall not be deemed to be varied or abrogated by the 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 reduction of the capital paid up on such shares 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

56 Convening of general meetings

Subject to the provisions of the Act and these Articles, the Board may convene a general meeting at such time and place it thinks fit. A general meeting shall also be convened on a shareholders' requisition, or in default may be convened by the requisitionists, as provided by sections 303-305 of the Act. At any meeting convened on a shareholders' requisition or by the requisitionists *no business shall be transacted except that stated by the requisition or proposed by the Board*. If there are within the United Kingdom insufficient members of the Board to convene a general meeting, any Director may call a general meeting.

57 Notice of general meetings

57.1 A general meeting which is an annual general meeting shall be convened by not less than 21 clear days' notice in writing. All other general meetings (other than an adjourned meeting) shall be convened by not less than 14 clear days' notice in writing.

57.2 Subject to the provisions of the Act, and notwithstanding that it is convened by shorter notice than that specified in this Article 57, a general meeting shall be deemed to have been duly convened if it is so agreed:

57.2.1 in the case of an annual general meeting, by all the shareholders entitled to attend and vote at the meeting; and

57.2.2 in the case of any other meeting, by a majority in number of the shareholders 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.

57.3 The notice of any general meeting shall specify:

57.3.1 in the case of an annual general meeting, that it is an annual general meeting;

57.3.2 the place, the day and the time of the meeting;

57.3.3 the general nature of the business to be transacted at the meeting;

57.3.4 with reasonable prominence, that a shareholder entitled to attend and vote is entitled to appoint one or more proxies to exercise all his rights to attend and to speak and vote at the meeting instead of him and that a proxy need not also be a shareholder; and

57.3.5 if the meeting is convened to consider a special resolution:

(a) the intention to propose the resolution as such; and

(b) the text of the resolution.

57.4 The notice shall be given to the shareholders (other than any who, under the provisions of these Articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the Directors and to the Auditors.

58 Omission to send notice or non-receipt of notice

Subject to the exceptions prescribed by the Act, the accidental omission to give or send notice of any meeting or, in cases where it is intended that it be sent out with the notice, any other document relating to the meeting including an appointment 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.

59 Postponement of general meetings

If the Board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone the general meeting to another date, time and/or place. The Board shall take reasonable steps to ensure that notice of the date, time and place of the postponed meeting is provided to any shareholder trying to attend the meeting at the original time and place. Notice of the business to be transacted at such postponed meeting shall not be required. If a meeting is postponed in accordance with this Article, the appointment of a proxy will be valid if it is delivered and received as required by these Articles not less than 48 hours before the time appointed for holding the postponed meeting. The Board may (for the avoidance of doubt) also postpone any meeting which has been rearranged under this Article.

PROCEEDINGS AT GENERAL MEETINGS

60 Quorum

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided in these Articles, two persons entitled to attend and to vote on the business to be transacted, each being a shareholder or a proxy for a shareholder or a duly authorised representative of a corporation which is a shareholder, shall be a quorum.

61 If quorum not present

If within five 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, if convened by or upon the requisition of shareholders, shall be dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to later on the same day 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 five minutes from the time appointed for holding the meeting, one person entitled to vote on the business to be transacted, being a shareholder or a proxy for a shareholder or a duly authorised representative of a corporation which is a shareholder, shall be a quorum.

62 Chairman

The Chairman (if any) of the Board shall preside as Chairman at every general meeting of the Company. If there is no Chairman or if at any meeting he is not present within five minutes

after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Deputy Chairman (if any) of the Board shall (if present and willing to act) preside as Chairman at such meeting. If neither the Chairman nor the Deputy Chairman is 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 no Director is present and willing to act, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.

63 Entitlement to attend and speak

Each Director shall, notwithstanding that he is not a shareholder, 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. The Chairman may invite any person to attend and speak at any general meeting where he considers this will assist in the deliberations of the meeting.

64 Power to adjourn

The Chairman may, with the consent of a 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 (whether or not it has commenced or a quorum is present) 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 or to give all persons entitled to do so a reasonable opportunity of attending, speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

65 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, at least seven clear days' notice, 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 shareholder shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

66 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.

67 Security arrangements

The Board may direct that any person wishing to attend any meeting should provide evidence of identity and submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances. The Board shall be entitled in its absolute discretion to refuse entry to, or eject from, any meeting any person who fails to

provide such evidence of identity or to submit to such searches or to otherwise comply with such security arrangements or restrictions.

68 Orderly Conduct

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

VOTING AND POLLS

69 Method of voting

69.1 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 on any resolution by:

69.1.1 the Chairman of the meeting; or

69.1.2 by any shareholder present in person or by proxy and entitled to vote on the resolution.

69.2 A poll may be demanded before a resolution is put to the vote on a show of hands.

69.3 At general meetings, resolutions shall be put to the vote by the Chairman and there shall be no requirement for the resolution to be proposed or seconded by any person.

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 on a show of hands has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded for 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 failure to count, any vote, except at the meeting or adjourned meeting or poll at which the vote objected to is given or tendered or 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. Any vote which is not disallowed at such a meeting or poll shall be valid for all purposes. The decision of the Chairman on such matters shall be final and conclusive.

72 Amendment to resolutions

- 72.1 If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution.
- 72.2 In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a clerical amendment to correct a patent error) may in any event be considered or voted on and in the case of a resolution duly proposed as an ordinary resolution, no amendment thereto (other than an amendment to correct a patent error) may be considered or voted on, unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed, notice in writing of the terms of the amendment and intention to move the same has been lodged at the Office or the Chairman of the meeting in his absolute discretion decides that it may be considered or voted on. The Chairman of the meeting can agree to the withdrawal of any proposed amendment before it is voted on at the meeting.

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 immediately. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or electronic means, or any combination thereof) 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. The Chairman may appoint scrutineers who need not be shareholders. 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 seven 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 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 of the meeting or any question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business, other than the question on which a 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 be withdrawn at any time before the poll is taken, but only with the consent of the Chairman of the meeting. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 73.4 On a poll votes may be given in person or by proxy. A shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

74 Votes of shareholders

Subject 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 shareholder who is present in person or by proxy

shall have one vote on a show of hands and every shareholder present in person or by proxy shall have one vote for each share of which he is the holder on a poll. For the avoidance of doubt, on a show of hands a proxy or representative has only one vote even if the proxy or representative is also a shareholder or is a proxy or representative for more than one shareholder, or both.

75 Votes of joint holders

If two 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.

76 Votes of shareholder suffering incapacity

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 shareholder on the ground (however formulated) of mental disorder, the Board may, in its absolute discretion, on or subject to the production of such evidence of the appointment as the Board may require, permit such receiver or other person to vote in person or by proxy on behalf of such shareholder 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 deposited or received at such other place or address as is specified in accordance with these Articles for the deposit or receipt of appointments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

PROXIES AND CORPORATE REPRESENTATIVES

77 Voting by proxy

Any person (whether a shareholder of the Company or not) may be appointed to act as a proxy. The appointment of a proxy shall not preclude a shareholder from attending and voting in person at the meeting or poll in respect of which the proxy is appointed.

78 Form of proxy

78.1 The appointment of a proxy shall, subject to the provisions of the Act:

78.1.1 be in writing, in any common form or in such other form as the Board may approve, and (i) if in writing but not in electronic form, made under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation, under its common seal or under the hand of some officer or attorney or other person duly authorised in that behalf, or (ii) if in writing in electronic form, submitted by or on behalf of the appointor and authenticated;

78.1.2 be deemed (subject to any contrary direction contained in it) to confer authority to demand or join in demanding a poll, to speak at the meeting 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;

78.1.3 unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates; and

78.1.4 where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.

79 Deposit or receipt of proxy

79.1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is authenticated, or a copy of such authority certified notarially or in some other way approved by the Board, shall:

79.1.1 in the case of an instrument in writing (including, whether or not the appointment of proxy is in *electronic form*, any such power of attorney or other authority) be deposited at the Office, or at such other place or places within the United Kingdom as is specified in the notice convening the meeting or in any notice of any adjourned meeting or in any appointment 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 appointment proposes to vote; or

79.1.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents or information in electronic form:

(a) in the notice convening the meeting; or

(b) in any instrument of proxy sent out by the Company in relation to the meeting; or

(c) in any invitation in electronic form to appoint a proxy issued by the Company in relation to the meeting,

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

79.1.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received 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

79.1.4 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.

In calculating the periods mentioned in Article 79 no account is to be taken of any part of a day that is not a working day, unless the Board decides otherwise in relation to a specific general meeting.

80 Maximum validity of proxy

An appointment of proxy not deposited, delivered or received in the manner specified in Article 79 shall be invalid. No appointment of proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution or the date of its submission, 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 from such date.

81 More than one proxy may be appointed

A shareholder may appoint more than one proxy to attend on the same occasion if each proxy is appointed to exercise the rights attached to a different share or shares held by the shareholder. *When two (or more) valid but differing appointments of proxy are received 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 received (regardless of its date or of the date of its execution or submission) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly received, none of them shall be treated as valid in respect of that share.*

82 Revocation of proxy

A vote given or demand for a poll made by a proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the appointment of proxy, or of the authority under which the appointment of proxy was executed, or the transfer of the share in respect of which the appointment 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 or places or address as has or have been appointed for the deposit or receipt of appointments of proxy, at least 48 hours before the commencement of the meeting or adjourned meeting or the taking of the poll at which the appointment of proxy is used.

83 Corporate representative

- 83.1 A corporation (whether or not a company within the meaning of the Act) which is a shareholder may, by resolution of its directors or other governing body, authorise such person or 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 or persons 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) that the corporation could exercise if it were an individual shareholder. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if the person(s) so authorised are present at it, and all references to attendance and voting in person shall be construed accordingly. Where the corporation authorises more than one person as its representative and more than one such person purports to exercise such power as set out above then, if the persons exercise their power in the same way, the power is treated as exercised in that way but if they do not exercise or purport to exercise the power in the same way, the power shall be treated as not exercised.

- 83.2 A Director, the Secretary or some person authorised for the purpose by the Secretary, may require the representative(s) to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to them before permitting him to exercise his powers.

UNTRACED SHAREHOLDERS

84 Power of sale

- 84.1 The Company shall be entitled to sell at the best price reasonably obtainable any share of a shareholder, or any share to which a person is entitled by transmission, if and provided that:
- 84.1.1 during the period of 12 years immediately prior to the date of the publication of the advertisements referred to in Article 84.1.2 below (or, if published on different dates, the earlier or earliest thereof) (the relevant period) the Company has paid at least three cash dividends (whether interim or final) on the share and no cash dividend payable on the share has either been claimed or cashed;
 - 84.1.2 on or after expiry of the relevant period the Company has given notice of its intention to sell such share by advertisements in two newspapers of which one shall be a national newspaper published in the United Kingdom and the other shall be a newspaper circulating in the area of the address on the Register or other last known address of the shareholder or the person entitled by transmission to the share or the address for the service of notices notified under Article 151.1;
 - 84.1.3 the said advertisements, if not published on the same day, shall have been published within 30 days of each other; and
 - 84.1.4 during the further period of three 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 shareholder or person entitled by transmission.
- 84.2 To give effect to any sale of shares pursuant to this Article the Board may authorise some person to transfer the shares 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 or invalidity in the proceedings relating to the sale.
- 84.3 If during the relevant period referred to in Article 84.1, or during any period ending on the date when all the requirements of Articles 84.1 to 84.1.4 above 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 84.1.2 to 84.1.4 above

have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares.

85 Application of proceeds of sale

The net proceeds of sale shall belong to the Company which shall account to the shareholder or other person entitled to such share for an amount equal to such net proceeds 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 shareholder 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 shareholder or other person in respect of such moneys and the Company shall not be required to account for any money earned on them.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

86 Number of Directors

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 two, being persons entitled to be appointed as directors under the Act.

87 Special Director

87.1 The Special Director will be:

87.1.1 first, Paul Murray;

87.1.2 immediately upon Paul Murray ceasing to hold office as the Special Director, Charlotte Eastwood (subject to Article 87.2);

87.1.3 immediately upon Charlotte Eastwood ceasing to hold office as the Special Director, or if she does not become eligible to take office as the Special Director immediately upon Paul Murray ceasing to hold office as the Special Director or has died before then, Thomas Eastwood (subject to Article 87.3),

and no resolution of the Board or of the shareholders of the Company will be required to appoint any such person as the Special Director.

87.2 Charlotte Eastwood will not be eligible to be the Special Director at the time she is to become the Special Director she holds, alone or jointly with any other person, Equity Shares of any class representing 10% or more in nominal value of all the Equity Shares.

87.3 Thomas Eastwood will not be eligible to be the Special Director unless at the time he is to become the Special Director:

87.3.1 he is married to Charlotte Eastwood or was married to her at the time of her death (and in either case, no divorce proceedings have or had been commenced by either of them at the relevant time, and they are or were not at the time living apart within the meaning of section 2(6) of the Matrimonial Causes Act 1973); and

87.3.2 he hold, alone or jointly with any other person, Equity Shares of any class representing 10% or more in nominal value of all the Equity Shares by reason of having acquired, for valuable consideration, such Equity Shares (or Equity Shares representing at least 10% in nominal value of all the Equity Shares) from another shareholder.

87.4 If:

87.4.1 none of the persons named in Article 87.1.1 becomes or holds office as the Special Director at any time; or

87.4.2 a Special Director appointed under this Article 87.4 ceases to be the Special Director for any reason,

the Special Director will be such person (if any), which may, for the avoidance of doubt, be Charlotte Eastwood, Thomas Eastwood or any other person as may be appointed by unanimous resolution of the shareholders of the Company.

87.5 If no person is appointed as the Special Director under Article 87.4 within 90 days after the date on which the last Special Director held office, the office of Special Director will cease to exist and this Article 87 will therefore have no further effect. Time shall be of the essence for this purpose.

87.6 Any person who is not a Director at the time when they take office, or are appointed, as the Special Director shall automatically be a Director subject only to their consenting to act as such and no resolution of the Board or the Company shall be required.

87.7 The Special Director will hold office as such until he:

87.7.1 dies; or

87.7.2 vacates or is required to vacate office as a Director pursuant to any of Articles 94.1.1 to 94.1.4; or

87.7.3 resigns from office as Special Director (in which case the Special Director will continue to hold office as a Director subject to the other provisions of these Articles); or

87.7.4 (in the case of any of the persons named in Article 87.1) ceases to hold, alone or jointly with any other person, Equity Shares of any class representing 10% in nominal value of all the Equity Shares (in which case the Special Director will continue to hold office as a Director subject to the other provisions of these Articles); or

87.7.5 (in the case of Thomas Eastwood) ceases to be married to Charlotte Eastwood, otherwise than by virtue of her death (or whilst married to her divorce proceedings are commenced by either of them, or they live apart within the meaning of section 2(6) of the Matrimonial Causes Act 1973 for a continuous period of more than six months); or

87.7.6 (in the case of a Special Director appointed under Article 87.4) is removed by unanimous resolution of the shareholders of the Company (in which case (a) the

Special Director will continue to hold office as a Director subject to the other provisions of these Articles; and (b) a replacement Special Director may be appointed under, and subject to the provisions of, Article 87.4).

87.8 For as long as any Special Director continues to hold office as such:

87.8.1 all powers, authorities and discretions vested in the Board by the Act or these Articles will be vested in the Special Director alone and any other Director must:

- (a) exercise only such powers, authorities and discretions as the Special Director may delegate to him; and
- (b) conform to the Special Director's directions in regard to the Company, its business and affairs (including any directions in regard to any powers, authorities and discretions delegated to him under Article 87.8.1(a));

87.8.2 the Special Director may at any time:

- (a) appoint another person to be a Director and define, limit and restrict his powers and fix his remuneration and duties; and
- (b) remove any Director from office without any notice;

87.8.3 the provisions of these Articles as to the appointment, remuneration, qualification, rotation and removal of Directors other than the Special Director (in his capacity as such) shall be in abeyance; and

87.8.4 on any resolution of the Company to remove a person named in Article 87.1 from office as Special Director, the Equity Shares held by that Special Director (alone or jointly with any other person) will together carry, on a show of hands as well as on a poll, one more vote than all the votes that could be cast by all the other shareholders of the Company. This shall also apply on any resolution of the Company to remove such a person from office as a Director whilst they hold office as Special Director.

87.9 The Special Director may from time to time appoint any person (who need not be a Director or a shareholder of the Company and who need not be approved by the Board) to act as his alternate Special Director at board meetings and to vote and sign resolutions in that capacity, the appointment:

87.9.1 must be made in writing and signed by the appointor;

87.9.2 may be for a specified or an indefinite period;

87.9.3 may be revoked at any time; and

87.9.4 will terminate automatically if his appointer ceases to hold office as Special Director (but, if the Special Director continues to hold office as a Director, without prejudice to his appointer's right to appoint an alternate Director under Article 96),

see Articles 96 to 100 (other than Article 96.1) apply to an alternative Special Director with the necessary modifications.

87.10 Article 87 has supremacy over all other provisions of these Articles which are inconsistent or conflict with any of its provisions.

87.11 Without prejudice to the generality of Article 53, the special rights attaching to the A Shares, the B Shares and the C Shares shall be deemed to be varied by the amendment or repeal of any provision of, or addition of any provision to this Article 87. If all A Shares and B Shares have been converted into and re-designated as C Shares under Article 5, such that all the C Shares shall have been converted into and re-designated as Ordinary Shares, on any resolution of the Company to amend, repeal or add to any provisions of this Article 87, if a Special Director is in office, the Ordinary Shares held by the Special Director (alone or jointly with any other person) will together carry, on a show of hands as well as on a poll, one more vote than all the votes that could be cast by all the other shareholders of the Company.

88 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 at any time exceed any maximum number fixed by or in accordance with these Articles.

89 Power of Board to appoint Directors

Without prejudice to the power of the Company in general meeting under these Articles to appoint any person to be a Director, 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 so the total number of Directors shall not exceed any maximum number fixed by or in accordance with these Articles.

90 Appointment of executive Directors

Subject to the provisions of the Act, the Board, or any committee authorised by the Board, may from time to time appoint one or more Directors to hold any employment or executive office (including that of Chief Executive or Managing Director) for such term (subject to the provisions of the Act) and subject to such other conditions as the Board, or such committee, thinks fit in accordance with Articles 108 and 110. The Board, or any committee authorised by 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.

91 Eligibility of new Directors

No person, other than a Director retiring (whether required by these Articles or otherwise) shall, unless recommended by the Board for election, be appointed or re-appointed a Director at any general meeting unless not less than seven nor more than 28 clear days before the date appointed for the meeting, notice in writing duly executed by a shareholder (other than the person to be proposed) qualified to vote at the meeting 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.

92 Share qualification

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

93 Removal by ordinary resolution

In addition to any power of removal conferred by the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office, 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.

94 Vacation of office by Director

94.1 The office of a Director shall be vacated if:

94.1.1 he resigns by notice in writing delivered to or, if in electronic form, received by the Secretary at the Office or tendered at a Board meeting;

94.1.2 he ceases to be a Director by virtue of any provision of the Act, is removed from office pursuant to these Articles or the Act or becomes prohibited by law from being a Director;

94.1.3 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 1986 in connection with a voluntary arrangement under that Act;

94.1.4 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 becomes a patient for the purpose of any statute relating to mental health and the Board resolves that his office be vacated;

94.1.5 both he and his alternate Director appointed pursuant to the provisions of these Articles (if any) are absent from Board meetings without the permission of the Board for six consecutive months; or

94.1.6 if all the other Directors unanimously resolve that he be removed as a Director.

95 Resolution as to vacancy conclusive

A resolution of the Board declaring a Director to have vacated office under the terms of Article 94 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

ALTERNATE DIRECTORS

96 Appointments

96.1 Each Director (other than an alternate Director) may, by notice in writing delivered to or, if in electronic form, received by 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 and remove from office an alternate Director so appointed by him.

96.2 No appointment of an alternate Director who is not already a 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.

96.3 An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum or minimum number of Directors allowed by these Articles.

97 Participation in Board meetings

97.1 Every alternate Director shall (subject to his giving to the Company an address at which notices may be served on him) be entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and (subject to Article 97.2), 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 (except as regards power to appoint an alternate). A Director acting as alternate Director shall have a separate vote at Board meetings for each Director for whom he acts as alternate Director (and who is not present) in addition to his own vote (if any) as a Director, but he shall count as *only one for the purpose of determining whether a quorum is present*.

97.2 With the consent and by invitation of the Chairman, an alternate Director may attend meetings of the Directors as well as the Director for whom he is an alternate Director but shall not vote or be counted in the quorum.

98 Alternate Director 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.

99 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 as if he were a Director. However, he shall not be entitled to receive from the Company any fees in his capacity as an alternate Director, except only such part (if any) of the fees payable to his appointor as his appointor may by notice in writing to the Company direct. Subject to this Article, the Company shall pay to an alternate Director such expenses as might properly have been paid to him if he had been a Director.

100 Revocation of appointment

100.1 An alternate Director shall cease to be an alternate Director:

100.1.1 if his appointor revokes his appointment;

100.1.2 if his appointor ceases for any reason to be a Director;

100.1.3 if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office; or

100.1.4 if he resigns his office by notice in writing to the Company.

DIRECTORS' REMUNERATION, EXPENSES AND PENSIONS

101 Directors' fees

The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board, or any committee authorised by the Board, may from time to time determine. 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.

102 Expenses

The Directors shall be entitled to be repaid such 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 as the Board, or any committee authorised by the Board, may from time to time determine.

103 Additional remuneration

If by arrangement with the Board, or any committee authorised by the Board, any Director shall perform or render any special duties or services outside his ordinary duties as a Director and not in his capacity as a holder of employment or executive office, he may be paid such reasonable additional remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board, or any committee authorised by the Board, may from time to time determine.

104 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, or any committee authorised 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.

105 Pensions and other benefits

The Board, or any committee authorised by 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, or to institute and maintain, any institution, association, society, club, trust, other establishment or profit-sharing, share incentive, share purchase or employees' share scheme calculated to advance the interests of the Company or to benefit any person who is or has at any time been a Director or employee of the Company or any company which is a

holding company or a subsidiary undertaking of or allied to or associated with the Company or any such holding company or subsidiary undertaking or any predecessor in business of the Company or of any such holding company or subsidiary undertaking 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, institution, association, club, trust or fund and pay premiums and, subject to the provisions of the Act, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with any of the aforesaid matters. 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

106 Powers of the Board

Subject to the provisions of the Act, 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 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 given. 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.

107 Powers of Directors being less than 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 notwithstanding any vacancies in their number 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 is no Director or Directors able or willing to act, any two shareholders may summon a general meeting for the purpose of appointing Directors.

108 Powers of executive Directors

The Board may from time to time delegate or entrust to and confer on any Director holding executive office (including a Chief Executive or 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 the Board may from time to time revoke, withdraw, alter or vary all or any of such powers.

109 Delegation to committees

- 109.1 The Board may delegate any of its powers, authorities and discretions (including, without prejudice to the generality of the foregoing, all powers, authorities and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) 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.

- 109.2 Any such committee shall, unless the Board otherwise resolves, have power to sub-delegate to sub-committees any of the powers, authorities or discretions delegated to it.
- 109.3 A majority of the members of any committee or sub-committee shall be Directors and no resolution of a committee or sub-committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors.
- 109.4 The Board may confer any of its powers, authorities and discretions 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 and discharge any such committee or sub-committee in whole or in part. Insofar as any power, authority or discretion is so delegated, 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 or sub-committee. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.
- 109.5 The meetings and proceedings of any such committee or sub-committee consisting of more than one person shall be governed mutates mutandis by the provisions of these Articles regulating the meetings and proceedings of the Board, so far as the same are not superseded by any regulations made by the Board under this Article 109.

110 Delegation to individual Directors

The Board may entrust to and confer upon a Director any of its powers, authorities and discretions (with power to sub-delegate) upon such terms (subject to the Act) and subject to such conditions and with such restrictions as it may decide and either collaterally with or to the exclusion of its own powers, authorities and discretions. The Board may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

111 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 persons to be members 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 or 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 two 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. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

112 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. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

113 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.

114 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).

115 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 or any of its subsidiary undertakings (or any member of his family or any person who is dependent on him) 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 undertaking.

116 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, local or other register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

117 Board meetings

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

118 Notice of Board meetings

One Director may, and the Secretary at the request of a Director shall, summon a Board meeting at any time on reasonable notice. Notice of a Board meeting shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address (or any other address given by him to the Company for that purpose) or in electronic form to him at any address given by him to the Company for that purpose. A Director may waive the requirement that notice be given to him of any Board meeting, either prospectively or retrospectively. It shall not be necessary to give notice of a Board meeting to a Director who for the time being is absent from the United Kingdom, unless he has requested of the Board in writing that notices of Board meetings shall, during his absence, be given to him at any address in the United Kingdom given by him to the Company for this purpose or, in the case of notices in electronic form, any address given by him to the Company for that purpose, but such notices need not be given any earlier than notices given to Directors not so absent.

119 Quorum

The quorum necessary for the transaction of business may be determined by the Board and, until otherwise determined, shall be two persons, each being a Director or an alternate Director from counting in the quorum. 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 Subject to these Articles, any Director who ceases to be a Director at a meeting of the Board may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

120 Chairman of Board

The Board may appoint one or more of its body as Chairman or Joint Chairman and one or more of its body as 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 elected, or if at any meeting neither a Chairman nor a Deputy Chairman is present within five minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of the meeting. In the event there are two or more Joint Chairmen or, in the absence of a Chairman, two or more Deputy Chairmen 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.

121 Voting

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of that meeting shall have a second or casting vote. But this does not apply if, in accordance with these Articles, the Chairman of that meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

122 Electronic participation in meetings

122.1 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board by means of conference telephone or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting, or by a series of telephone calls from the Chairman of the meeting or by exchange of communication in electronic form addressed to the Chairman of the meeting.

122.2 A person so participating by being present or being in telephone communication with or by exchanging communication in electronic form with those in the meeting or with the Chairman of the meeting 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 or, if there is no group which is larger than any other group, where the Chairman of the meeting is.

122.3 A resolution passed at any meeting held in the above manner, and signed by the Chairman of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee, as the case may be) duly convened and held.

123 Resolution in writing

123.1 A resolution in writing authenticated 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 for the time entitled to receive notice of such committee meeting and not being less than a quorum of that committee, 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:

123.1.1 may consist of several documents in the same form each authenticated by one or more of the Directors or members of the relevant committee;

123.1.2 need not be authenticated by an alternate Director if it is authenticated by the Director who appointed him;

123.1.3 if authenticated by an alternate Director, need not also be authenticated by his appointor; and

123.1.4 to be effective, need not be authenticated by a Director who is prohibited by these Articles from voting thereon, or by his alternate.

124 Minutes of proceedings

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

124.1.1 all appointments of officers and committees made by the Board; and

124.1.2 the names of Directors present at every meeting of the Board, of a committee of the Board, of the Company or of the holders of any class of shares or debentures of the Company, and all orders, resolutions and proceedings of such meetings.

124.2 Any such minutes, if purporting to be authenticated 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 prima facie evidence of the matters stated in such minutes without any further proof.

125 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 of a committee and entitled to vote.

DIRECTORS' INTERESTS

126 Directors' interests and disclosure of interests to the Board

126.1 The Board may, in accordance with these Articles, authorise a matter proposed to it which would, if not authorised, involve a breach by a Director of his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the Company's interests ("**Situational Conflict**"). The Board may at any time refer a Situational Conflict to the shareholders for authorisation, in which event the Company may by ordinary resolution authorise such Situational Conflict (and the provisions of Articles 126.5 and 126.6 shall apply with the necessary modifications).

126.2 A matter referred to in Article 126.1 is proposed to the Board by its being submitted:

126.2.1 in writing for consideration at a meeting of the Board or for the authorisation of the Board by resolution in writing; or

126.2.2 in accordance with the Board's normal procedures or in such other manner as the Board may approve.

126.3 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

126.4 An authorisation referred to in Article 126.1 is effective only if:

126.4.1 it is given in accordance with the requirements of the Act;

126.4.2 in the case of an authorisation given at a meeting of the Board, subject to Article 126.12:

- (a) any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other Director who has a direct or indirect interest in the matter being authorised (each such other Director being an Other Interested Director); and
- (b) the matter has been agreed to without the Director in question or any Other Interested Director voting or would have been agreed to if their votes had not been counted; and

126.4.3 in the case of an authorisation given by resolution in writing:

- (a) the resolution is signed in accordance with Article 126.11 by all the Directors; and
- (b) the number of Directors that sign the resolution (disregarding the Director in question and any Other Interested Director) is not less than the number required to form a quorum.

126.5 The Board may:

126.5.1 authorise a matter pursuant to Article 126.1 on such terms and for such duration, or impose such limits or conditions on it, as it may decide; and

126.5.2 vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it.

126.6 Any terms, limits or conditions imposed by the Board in respect of its authorisation of a Director's Situational Conflict, including (without limitation) an authorisation given pursuant to Article 126.1, may provide (without limitation) that:

126.6.1 if the relevant Director has (other than through his position as Director) information in relation to the relevant matter in respect of which he owes a duty of confidentiality to another person, he is not obliged to disclose that information to the Company or to use or apply it in performing his duties as a Director;

- 126.6.2 the Director is to be excluded from discussions in relation to the relevant matter whether at a meeting of the Board or any committee or sub-committee of the Board or otherwise;
- 126.6.3 the Director is not to be given any documents or other information in relation to the relevant matter; and
- 126.6.4 the Director may or may not vote (or may or may not be counted in the quorum) at a meeting of the Board or any committee or sub-committee of the Board in relation to any resolution relating to the relevant matter.
- 126.7 A Director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act if he acts in accordance with such terms, limits and conditions (if any) as the Board imposes in respect of its authorisation of the Director's Situational Conflict including (without limitation) an authorisation given pursuant to Article 126.1.
- 126.8 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company or the shareholders for any remuneration, profit or other benefit realised by or which he derives from or in connection with any contract, arrangement or relationship involving a Situational Conflict which has been authorised by the Board, including (without limitation) pursuant to Article 126.1, or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation).
- 126.9 If he has disclosed to the Board the nature and extent of his interest to the extent required by the Act, a Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company or the shareholders for any additional remuneration, profit or other benefit realised by or which he derives from or in connection with:
- 126.9.1 being a party to, or otherwise interested in, any contract, transaction or arrangement with:
- (a) the Company or in which the Company is interested; or
 - (b) *a body corporate promoted by the Company or in which the Company is otherwise interested,*
- 126.9.2 acting (otherwise than as Auditor) alone or through his organisation in a professional capacity for the Company (and he or that organisation is entitled to remuneration for professional services as if he were not a Director); or
- 126.9.3 being a director or other officer of, or employed by, or otherwise interested in, a body corporate promoted by the Company or in which the Company is otherwise interested or as regards which it has any power of appointment. The Board may also cause 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 in such manner in all respects as it thinks fit, including the exercise thereof in favour of the appointment of the Directors or any of them to be directors or officers of such other company, or voting or

providing for the payment of remuneration to the directors or officers of such other company.

126.10 A Director's receipt of any remuneration, profit or other benefit referred to in Article 126.8 or 126.9 does not constitute an infringement of his duty under section 176 of the Act.

126.11 A transaction or arrangement referred to in Article 126.8 or 126.9 is not liable to be avoided on the ground of any remuneration, profit, benefit or interest referred to therein.

126.12 Where arrangements are under consideration by the Board concerning the appointment (including the arrangement or variation of the terms thereof or the termination thereof) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director and in such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (or the arrangement or variation of the terms thereof, or the termination thereof) and except (in the case of an office or place of profit with any such other company as aforesaid) where the other company is a company in which the Director owns one per cent or more within the meaning of Article 127.3.

126.13 Subject to the provisions of the Act and to the other provisions of this Article 126, no Director or proposed or intending Director shall be disqualified by such office from contracting with the Company, either with regard to his tenure or any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided.

126.14 A Director who is in any way, whether directly or indirectly, interested in any transaction with the Company shall declare the nature and extent of his interest (Transactional Interest) to the other Directors in accordance with the Act. For the purposes of this Article 126.14 a general notice to the Board by a Director to the effect that:

126.14.1 he has an interest (as shareholder, officer, employee or otherwise) in a specified body corporate or firm and is to be regarded as interested in any transaction which may after the date of the notice be made with that body corporate or firm; or

126.14.2 he is connected with a specified person (other than a body corporate or firm) to be regarded as interested in any transaction which may, after the date of the notice, be made with that person,

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such transaction, provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

126.15 An interest of a person who is connected (within the meaning of section 252 of the Act) with a Director shall be treated as an interest of the Director but an interest (whether of his or of a connected person) of which the Director has no knowledge and which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

127 Interested Director entitled to vote and count in quorum

127.1 If he has disclosed to the Board the nature and extent of a Transactional Interest of his to the extent required by the Act, and in the absence of some other material interest, a Director may count in the quorum and vote at a meeting of the Board or of a committee of Directors on any resolution concerning the Transactional Interest.

127.2 Subject to the provisions of the Act and in the absence of some other material interest, the provisions of Article 126.4.2 shall not apply to any Situational Conflict of interest arising in relation to a transaction with the Company, including (without limitation) any of the following matters namely:

127.2.1 any transaction for giving to a Director any guarantee, security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its subsidiary undertakings;

127.2.2 any transaction for the giving by the Company or any of its subsidiary undertakings of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings in respect of which a Director has himself given an indemnity or that he has guaranteed or secured in whole or in part;

127.2.3 any transaction whereby a Director is to subscribe for shares, debentures or other securities of the Company or any of its subsidiaries issued or to be issued pursuant to any offer or invitation to shareholders or debenture holders of the Company or any class thereof or to the public or any section thereof, or to underwrite or sub-underwrite any such shares, debentures or other securities;

127.2.4 any transaction in which a Director is interested by virtue of his interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;

127.2.5 any transaction concerning any other company (not being a company in which a Director owns one per cent or more within the meaning of Article 127.3) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;

127.2.6 any transaction concerning the adoption, modification or operation of a superannuation fund or retirement, death or disability benefits scheme that relates both to Directors and employees of the Company or of any of its subsidiaries and that does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such scheme or fund relates;

127.2.7 any transaction concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors, provided that for the purposes of this sub-paragraph, insurance shall mean only insurance which the Company is empowered to purchase and/or maintain for or for the benefit of a Director or any group of persons consisting of or including Directors pursuant to Article 158;

- 127.2.8 any transaction involving the adoption of an arrangement for the benefit of employees of the Company or of any of its subsidiaries under which the Directors benefit in a similar manner to the employees and that does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such arrangement relates (including, without limitation, any SAYE Option Scheme operated by the Company and approved by HM Revenue & Customs under the Income Tax (Earnings and Pensions) Act 2003); and
- 127.2.9 (save in relation to any matter concerning or directly affecting his own participation therein) any transaction involving the adoption or modification of any share option or share incentive scheme of the Company.
- 127.3 A company shall be deemed to be a company in which a Director owns one per cent or more if and so long as (but only if and so long as) the Director together with any person connected with him within the meaning of the Act (a connected person) is (either directly or indirectly) the holder of or beneficially interested in one per cent or more of any class of the equity share capital of such company or of the voting rights available to shareholders of such company. For the purpose of this Article 127.3, there shall be disregarded any shares held by a Director or connected person as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the interest of the Director or connected person is in reversion or remainder if and so long as some other person is entitled to receive the income thereof and any shares comprised in an authorised unit trust scheme in which the Director or connected person is interested only as a unit holder.
- 127.4 Where a company in which a Director holds one per cent or more is materially interested in a transaction then that Director shall also be deemed to be materially interested in such transaction.
- 127.5 If any question shall arise at any meeting of the Board as to the materiality of the interest or possible conflict of a Director or as to the entitlement of any Director to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be decided by a resolution of the Board (for which purpose such Director shall be counted in the quorum but shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest or possible conflict of such Director as known to such Director has not been fairly disclosed to the Board.
- 127.6 Subject to the provisions of the Act the Company may by ordinary resolution suspend or relax the provisions of Article 126 to any extent or ratify any transaction not duly authorised by reason of a contravention of such Article.

AUTHENTICATION OF DOCUMENTS

128 Power to authenticate documents

Any Director, the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records,

documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having their custody shall be deemed to be a person appointed by the Board for this purpose. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

SEALS

129 Safe custody

The Board shall provide for the safe custody of the Seal and of any other seal of the Company.

130 Application of seals

130.1 The Seal shall be used only by the authority of a resolution of the Board or of a committee of the Board so authorised. The Board may determine whether any instrument to which the Seal is affixed shall be signed and, if it is to be signed, who shall sign it and by what means. The Board may also determine, either generally or in a particular case, that a signature may be dispensed with or affixed by mechanical or other means. Unless otherwise so determined:

130.1.1 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

130.1.2 every other instrument to which the Seal is affixed shall be signed by one Director and by the Secretary or by two Directors (or such other persons as the Board or a committee of the Board shall appoint for that purpose (and if the Secretary is a limited company, such company may nominate any person to act on its behalf)).

131 Execution as a deed without sealing

Any instrument signed by one Director and the Secretary, or by two Directors, or by one Director in the presence of a witness who attests the signature, and in each case expressed to be executed by the Company shall have the same effect as if executed under the Seal, provided that no instrument which makes it clear on its face that it is intended to have effect as a deed shall be so signed without the authority of the Directors or of a committee authorised by the Directors in that behalf.

132 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

133 The Secretary

- 133.1 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 terms and conditions as it thinks fit and any such person so appointed may be removed by the Board.
- 133.2 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

134 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 shareholders according to their respective rights and interests in the profits of the Company. However, no dividend shall exceed the amount recommended by the Board.

135 Interim dividends

Subject to the provisions of the Act and of these Articles, 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.

136 Entitlement to dividends

Except as otherwise provided by these Articles or by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid but no amount paid up on a share in advance of the date on which a call is payable shall be treated for the purposes of this Article as paid up on the share. 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.

137 *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.

138 *Distribution in specie*

138.1 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 partly 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:

138.1.1 *issue fractional certificates (or ignore fractions);*

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

138.1.3 *vest any such assets in trustees on trust for the persons entitled to the dividend.*

139 *Dividends not to bear interest*

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

140 *Method of payment*

140.1 The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by direct debit, bank transfer, cheque, dividend warrant or money order or by any other method (including by electronic media) as the Board may consider appropriate.

140.2 Every such cheque, warrant or order may be sent by post or other delivery service (or by such other means offered by the Company as the shareholder or persons entitled to it may agree in writing) to the registered address of the shareholder or person entitled to it (or, if two or more persons are holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the shareholder 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 shareholder or person or persons may direct in writing.

140.3 Every cheque, warrant, order or other form of payment is sent at the risk of the person entitled to the money represented by it, and shall be made payable to the person or persons entitled, or to such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant, order or other form of payment shall be a good discharge to the Company. If any such cheque, warrant, order or other form of payment 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 or make payment in some other form, 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 the Board may think fit.

140.4 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.

140.5 The Board may, at its discretion, make provisions to enable any member as the Board shall from time to time determine to receive duly declared dividends 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 rate or rates and the payment thereof shall be on such terms and conditions as the Board may in its absolute discretion determine.

141 Uncashed dividends

If cheques, warrants or orders for dividends or other sums payable in respect of a share sent by the Company to the person entitled thereto are returned to the Company or left uncashed on two consecutive occasions or, following one occasion, reasonable enquiries have failed to establish any new address to be used for the purpose, 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.

142 Unclaimed dividends

All dividends, interest or other sum payable and unclaimed for 12 months after having become payable may be invested or 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 been declared or become due for payment shall (if the Board so resolves) be forfeited and shall cease to remain owing by the Company.

143 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 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 special funds into which the reserve may have been divided as it thinks fit. The Board may also, without placing the same to reserve, carry forward any profits which it may think prudent not to distribute.

144 Capitalisation of reserves

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

- 144.1 subject as provided in this Article, 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;
- 144.2 appropriate the sum resolved to be capitalised to the holders of shares 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 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 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, only be applied in paying up shares to be allotted to holders of shares credited as fully paid;
- 144.3 resolve that any shares so allotted to any shareholder 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;
- 144.4 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 shares concerned) or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions;
- 144.5 authorise any person to enter into an agreement with the Company on behalf of all the holders of shares concerned providing for either:
- 144.5.1 the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation; or
- 144.5.2 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
- 144.6 generally do all acts and things required to give effect to such resolution.

145 Record dates

Notwithstanding any other provision of these Articles, but without prejudice to the rights attached to any shares and subject always to the Act, the Company or the Board may by resolution specify any date (the record date) as the date at the close of business (or such other time as the Board may determine) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment,

issue, notice, information, document or circular and such record date may be on or at any time before the date on which the same is paid, made, given or served or (in the case of any dividend, distribution, interest, allotment or issue) at any time after the same is recommended, resolved, declared or announced but without prejudice to the rights inter se in respect of the same of transferors and transferees of any such shares or other securities. No change of such holders in the Register after the record date shall invalidate the same.

ACCOUNTS

146 Inspection of records

No shareholder (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.

147 Accounts to be sent to shareholders

147.1 Except as provided in Article 148 and subject to section 424(4) of the Act, a copy of the Directors' and Auditors' reports accompanied by copies of the annual accounts shall, not less than 21 clear days before the annual general meeting before which they are to be laid, be delivered or sent to every shareholder and holder of debentures of the Company and to the Auditors and to every other person who is entitled to receive notice of general meetings. However, this Article shall not require a copy of those documents to be sent to any person 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 any holder of debentures of whose address the Company is unaware or to more than one of the joint holders of any shares or debentures.

147.2 The provisions of Article 147.1 apply, mutates mutandis, to any reports or accounts supplied by means of a website.

148 Summary financial statements

The Company may, in accordance with the Act and any regulations made thereunder (or under any statutory instrument or re-enactment of such provision) send a summary financial statement to any shareholder instead of or in addition to the documents referred to in Article 147. Where it does so, the statement shall be delivered or sent to the shareholder, or made available on a website in accordance with the Act, not less than 21 clear days before the annual general meeting before which those documents are to be laid.

NOTICES

149 Meaning of member

In Articles 150 to 156, member means a shareholder of the Company or, where the context requires, a member of the Board or of a committee.

150 Form of Notices

- 150.1 Notwithstanding anything to the contrary in these Articles, any notice or document to be given, sent, issued, deposited, served, delivered or lodged (or the equivalent) to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and any such notice or document shall be deemed given, sent, issued, deposited, served, delivered or lodged, or the equivalent where it is sent in electronic form, to an address for the time being notified for that purpose to the person giving the notice, but subject always to the provisions of Article 153.2 and, in the case of notices or other documents sent in electronic form, subject to and in accordance with the provisions of the Act.
- 150.2 Where a document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter.
- 150.3 Any amendment or revocation of a notification given to the Company under this Article shall only take effect if in writing, authenticated by the member and on actual receipt by the Company thereof.
- 150.4 An electronic communication shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

151 Service of notice on members

- 151.1 The Company may give any notice or document (including a share certificate) to a member, either personally or by sending it by post or other delivery service in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by any other means authorised in writing by the member concerned or, subject to and in accordance with the Act, by sending it in electronic form to an address for the time being notified to the Company by the member or by making it available on a website pursuant to Article 151.2. 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.
- 151.2 Subject to the Act, any information, notice or other document is validly sent or supplied by the Company to a person by being made available on a website if:
- 151.2.1 the person has agreed (generally or specifically) that the information, notice or document may be sent or supplied to him in that manner, or he is taken to have so agreed under Schedule 5 to the Act and, in either case, he has not revoked that agreement;
- 151.2.2 the Company has notified the recipient of:
- (a) the presence of the information, notice or other document on the website;
 - (b) the address of the website;
 - (c) the place on the website where it may be accessed;

- (d) how to access the information, notice or other document;
- (e) any other information prescribed by the Act including, when the information comprises a notice of meeting, that fact, the place, date and time of the meeting and whether the meeting is an annual general meeting; and

151.2.3 the information, notice or other document is available on the website throughout the period specified by any applicable provision of the Act or, if no such period is specified, the period of 28 days starting on the date on which the notification referred to in Article 151.2.2 is sent to the relevant person.

151.3 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.

151.4 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 or, subject to and in accordance with the provisions of the Act, of an address to which notices or documents may be sent in electronic form, he shall be entitled to have notices or documents given or sent to him at that address Subject as aforesaid, a member who has a registered address outside the United Kingdom shall not be entitled to receive notices of general meetings.

151.5 If on at least two consecutive occasions the Company has attempted to send notices or documents in electronic form to an address for the time being notified to the Company by a member for that purpose but the Company is aware that there has been a failure of delivery of such notice or document, then the Company shall thereafter send notices or documents through the post to such member at his registered address or his address for the service of notices by post, in which case the provisions of Article 156 shall apply.

151.6 If on three 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 or, subject to and in accordance with the provisions of the Act, an address to which notices may be sent in electronic form.

152 Service of notice in case of death or bankruptcy, etc

The Company may send or supply any notice or document on the person entitled 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, by sending or delivering it in any manner authorised by these Articles for the giving of a notice or document to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom to which notices may be sent by electronic means supplied for the purpose

by the person claiming to be so entitled *Until such an address has been so supplied, any notice, document or other communication sent or supplied to any member pursuant to these Articles in any manner in which it might have been sent or supplied if the death, bankruptcy or other event had not occurred shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served or delivered in respect of any share registered in the name of that member as sole or joint holder.*

153 Evidence of service

- 153.1 Any notice, certificate 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 working day after the day when it was put in the post* (or, where second-class mail is employed, on the second working day after the day when it was put in the post). Proof that an envelope containing the notice or document was properly addressed and put into the post as a prepaid letter shall be conclusive evidence that the notice was given. Any notice, certificate 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 (or, if not a working day, the next working day) and at the time on which it was so delivered or left.
- 153.2 Any notice or other document addressed to a member shall, if sent using electronic means, be deemed to have been served or delivered at the expiration of 48 hours after the time it was first sent. In proving such service or delivery it shall be conclusive to prove that the address used for the electronic communication was correct and that the electronic communication was properly dispatched by the Company, unless the Company is aware that there has been a failure of delivery of such notice or document following at least two attempts in which case such notice or document shall be sent to the member at his registered address *or address for service in the United Kingdom provided that the date of deemed service or delivery shall be 48 hours from the dispatch of the original electronic communication in accordance with this Article.*
- 153.3 Where any information, notice or other document is sent or supplied to a member by means of a website it is deemed to have been received by the recipient when the material was first made available on the website or, if later, when the member received (or is deemed to have received) notice of the fact that the material was available on the website.
- 153.4 In calculating a period of hours or days for the purposes of this Article, no account shall be taken of any part of a day that is not a working day *(as defined in section 1173 of the Act).*
- 153.5 Any member present, either personally or by proxy, at any general meeting of the Company or of the holders of any class of share in the Company shall for all purposes be deemed to have received due notice of that meeting and of the purposes for which the meeting was called.

154 Notice binding on transferees

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

155 Notice by 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 by advertisement in at least one national newspaper published in the United Kingdom and, where the Company keeps an overseas branch register, in at least one 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.

156 Suspension of postal services

Subject to the Act and to any other provision of these Articles, if at any time by reason of the suspension, interruption or curtailment of postal services or threat thereof within the United Kingdom the Company is or would be unable effectively to convene a general meeting by notices sent through the post then, notwithstanding the availability of any other method of giving or delivering notices permitted by these Articles, a general meeting may be convened by a notice advertised in accordance with Article 155. 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 seven days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

INDEMNITY

157 Right to indemnity

157.1 Subject to the provisions of, and so far as is permitted by and consistent with the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every Director, alternate Director, Secretary or other officer of the Company (except the Auditors) may at the discretion of the Board be indemnified out of the assets of the Company against:

157.1.1 any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated body (as defined in section 256 of the Act) (an Associated Company) other than:

- (a) any liability to the Company or any Associated Company; and
- (b) any liability of the kind referred to in sections 234(3) or (6) of the Act; and

157.1.2 any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.

157.2 Where a Director, Secretary or other officer of the Company is indemnified against any liability in accordance with this Article 157.1, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.

157.3 Subject to the provisions of, and so far as is permitted by and consistent with the Act, the Company may at the discretion of the Board:

157.3.1 provide a Director or officer of the Company (except the Auditors) with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application for relief (as defined in section 205(5) of the Act); and

157.3.2 do anything to enable a Director, the Secretary or other officer of the Company to avoid incurring such expenditure, but so that the terms set out in sections 205(2) to (4) of the Act shall apply to any such provision of funds or other things done.

158 Power to insure

Subject to the provisions of, and so far as is permitted by and consistent with 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 (excluding the Auditors) or employee of the Company or of any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has an interest whether direct or indirect or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such other company or subsidiary undertaking is or has been interested indemnifying such person 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, employee or trustee.