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COMPANIES HOUSE

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(as adopted by Special Resolution passed on
25 November 1996 and amended by Special Resolutions passed on
21 June 2001, 6 November 2003, 20 December 2004, 18 September 2007 18 December 2008, 24
September 2010 and 28 January 2011)

- of -

SIBIR ENERGY LIMITED



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THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

(as adopted by Special Resolution passed on
25 November 1996 and amended by Special Resolutions passed on
25 June 2001, 6 November 2003, 20 December 2004, 18 September 2007, 18 December 2008, 24
September 2010 and 28 January 2011)

-of-

SIBIR ENERGY LIMITED

PRELIMINARY

1 (A) In these Articles the following words and expressions have the following meanings

"Act"	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force (other than the 2006 Act),
"2006 Act"	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,
"address"	the meaning given to it in section 1148 of the 2006 Act,
"Affiliate"	with respect to any person, any other person who directly or indirectly controls, or is under common control with, or is controlled by, such person As used in these Articles, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means, with respect to any person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such person, and with respect to a natural person the lawful spouse and children of that person,
"Articles"	these articles of association of the Company as altered from time to time,
"audited balance sheet"	the latest audited balance sheet of the Company unless as at the date of such balance sheet there shall have been made up as at such date and audited a consolidated balance sheet of the Company and its subsidiary undertakings (within the meaning of

	section 1162 of the 2006 Act) (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Statutes) and in the latter event " the audited balance sheet " means the audited consolidated balance sheet of the Company and such subsidiaries undertakings and references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiary undertakings,
"Auditors"	the auditors for the time being of the Company,
"Board"	the Directors or a quorum of such Directors assembled as a meeting of Directors duly convened or (unless the context otherwise requires or is inconsistent therewith) any committee authorised by the Board to act on its behalf,
"business day"	a day other than a Saturday or Sunday on which banks are normally open for business in England,
"CFC"	Open Joint Stock Company Central Fuel Company (Joint Stock Company "CFC"), a company incorporated under the laws of the Russian Federation located at Slavyanskaya Ploshad, 2/5, Moscow, 103074, Russian Federation with Principal State Registration No 1027739524229
"CFC Shares"	the meaning given to it in Article 41C,
"City of Moscow"	means the city of Moscow (the Russian Federation),
"clear days"	in relation to the period of a notice, the period excluding the day on which the notice is given or deemed to be given and the day for which it is given or on which it takes effect,
"Company"	Sibir Energy Limited,
"designated person"	in relation to shares shall mean a recognised clearing house or nominee of a recognised clearing house or a recognised investment exchange for the purposes of the Financial Services and Markets Act 2000,
"director"	a director of the Company for the time being,
"dividend"	includes bonus, if not inconsistent with the subject or context,
"electronic form"	the meaning given to it in section 1168 of the 2006 Act,

"electronic means"	the meaning given to it in section 1168 of the 2006 Act,
"Encumbrance"	any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other third-party right, or any other security interest of any kind or any agreement to create any of the foregoing,
"Exiting Permitted Transferee"	the meaning given to it in Article 41A(iv),
"GPN"	Joint Stock Company Gazprom Neft, a company incorporated under the laws of the Russian Federation located at 5A Galernaya Str, 190000 St Petersburg, Russian Federation with Principal State Registration no, 1028600508056,
"Group"	the Company and its subsidiaries (within the meaning of section 1159 of the 2006 Act) for the time being,
"hard copy" and "hard copy form"	the meaning given to it in section 1168 of the 2006 Act,
"month"	calendar month,
"New Terms"	the meaning given to it in Article 41A(xii),
"Offer"	the meaning given to it in Article 41(vii)41A(vii),
"Office"	the registered office for the time being of the Company or in the case of sending or supplying documents or information by electronic means, the address specified by the Board for the purpose of receiving documents or information by electronic means,
"Ordinary Shares"	ordinary shares in the Company which are not CFC Shares,
"paid up"	paid up or credited as paid up in respect of the nominal amount of a Share,
"Permitted Transfer"	the meaning given to it in Article 41A(ii),
"Permitted Transferee"	an Affiliate of (i) CFC, or (ii) the City of Moscow,
"Pre-Emption Encumbrance"	means any agreement, arrangement or obligation requiring or effecting the creation, allotment, issue or transfer of any voting rights (including any voting trust arrangements) with respect to the CFC Shares, or any option to enter into such agreement, arrangement or obligation but excluding any agreement, arrangement or obligation whereby voting rights

	attaching to the CFC Shares are only exercisable in accordance with the Purchaser's or a Permitted Transferee's instructions (including any voting power of attorneys issued by the Purchaser or a Permitted Transferee in the normal course of its business),
"Pre-Emption Period"	the meaning given to it in Article 41A(viii),
"Pre-Emption Shares"	the meaning given to it in Article 41A(xvi),
"Prescribed Price"	the meaning given to it in Article 41A(xiv),
"Register"	the register of members of the Company,
"the Regulations"	means the Uncertificated Securities Regulations 2001 (SI 2001/3755) including any modification thereof,
"Sale Clearance Notice"	the meaning given to it in Article 41A(xi),
"Seal"	the common seal of the Company,
"Secretary"	subject to the provisions of the Statutes includes joint Secretaries, a temporary or an assistant Secretary and any other person appointed by the Board to perform any of the duties of the Secretary,
"Statutes"	the Act, the 2006 Act and every other act of parliament or statutory instrument for the time being in force concerning companies and affecting the Company including any statutory re-enactment or modification of the Act, the 2006 Act and every other act or statutory instrument,
"Third-Party Offer"	the meaning given to it in Article 41A(xv),
"Third-Party Purchaser"	any person or entity who or which is not CFC or a Permitted Transferee,
"Transfer Notice"	the meaning given to it in Article 41A(v),
"United Kingdom"	United Kingdom of Great Britain and Northern Ireland,
"writing"	includes printing, typewriting, lithography, photography and any other mode or modes of presenting or reproducing words in a visible form including communications in an electronic form of the purposes of Part 37 of the 2006 Act,
"year"	year from the 1st January to the 31st December inclusive

(B) Words importing

- (1) the singular number only include the plural number and vice versa,

(2) the masculine gender only include the feminine gender,

(3) persons include corporations

(C) References to

(1) "**mental disorder**" mean mental disorder as defined in section 1 of the Mental Health Act 1983 and "**mentally disordered**" shall be construed accordingly,

(2) any section or provision of the Act, if not inconsistent with the subject or context, include any corresponding or substituted section or provision of any Statute amending consolidating or replacing the Act or the 2006 Act,

(3) an Article by number are to the particular Article of these Articles

(D) Subject as aforesaid, any word or expression defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these Articles

(E) Words and expressions used in the Regulations shall have the same meaning when used in these Articles

(F) References herein to a share (or to a holding of shares) being in certificated form or in uncertificated form are references, respectively, to that share being a certificated unit of a security or an uncertificated unit of a security

(G) The headings are inserted for convenience only and shall not affect the construction of these Articles

(H) These Articles shall be governed by and construed in accordance with English law

2 No regulations for the management of a company set out in any regulations or in any schedule to any statute concerning companies shall apply to the Company, but the following shall be the Articles of Association of the Company

BUSINESS

3 Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Board at such time or times as it shall think fit, and further may be suffered by it to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with the same

SHARE CAPITAL

4 Subject to the provisions of the Statutes relating to authority, pre-emption rights and otherwise, and to any resolution of the Company in general meeting passed pursuant thereto, any shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Board, which may allot, grant options over or otherwise dispose of them on such terms and at such times as the Board may think proper, provided that no shares shall be issued at a discount

5 The Company may at any time and from time to time resolve by a special resolution referring to this Article that the Directors be empowered to allot equity securities (as defined for the purposes of section 560(1) of the 2006 Act) for cash and upon such special resolution being

passed the Directors shall (subject to their being authorised to allot such securities in accordance with section 551 of the 2006 Act) thereupon and without further formality be empowered to allot (pursuant to any such authority) equity securities for cash as if section 561(1) of the 2006 Act did not apply to any such allotment, provided that such power shall be limited to the allotment of equity securities having, in the case of shares, a nominal amount or, in the case of other equity securities, giving the right to subscribe for or convert into relevant shares having a nominal amount not exceeding in aggregate the nominal amount specified in such special resolution, and such power shall (unless otherwise specified in such special resolution or varied or abrogated by special resolution passed at an intervening general meeting) expire at the conclusion of the general meeting of the Company next following the passing of such special resolution save that the Company shall be entitled before such expiry to make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors shall be entitled to allot equity securities in pursuance of such offer or agreement as if such authority had not expired

- 6 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, and subject to the provisions of the Statutes and of these Articles, any shares may be issued with such preferential, deferred, qualified or other special rights, privileges or conditions, whether in regard to dividend, voting, return of capital or otherwise, (including, but without prejudice to the generality of the foregoing, and subject to the provisions of the Statutes, shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holders) as the Company may from time to time in general meeting determine or, if the Company does not so determine, as the Board may determine
- 7 The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes Any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other
- 8 If two or more persons are registered as joint holders of any share any one of such persons may give effective receipts for any dividends or other monies payable in respect of such share, but such power shall not apply to the legal personal representatives of a deceased member
- 9 The Company shall not be bound to register more than four persons as joint holders of any share
- 10 Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share on any trust, and the Company shall not be bound by or required to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share or any interest in any fractional part of a share other than an absolute right to the entirety thereof in the registered holder

SHARE CERTIFICATES

- 11 Every member whose holding or any part thereof is in certificated form (other than a designated person or a holder of shares in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall be entitled, without payment, to receive within one month after allotment and within five business days of lodgment of a transfer (unless the conditions of issue provide for a longer interval) one certificate for all such certificated shares of each class registered in his name, specifying the number, class and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up thereon

- 12 If and so long as all the issued shares in the capital of the Company or all the issued shares of a particular class are fully paid up and rank pari passu for all purposes, then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number.
- 13 In the case of joint holders of shares held in certificated form the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.
- 14 Where a member has transferred part only of the shares comprised in a certificate, the old certificate shall be cancelled and he shall be entitled without charge to a certificate for the balance of his shares.
- 15 Every certificate for shares or debentures or representing any other form of security of the Company shall in accordance with Article 135(A) be issued under the Seal, or an official seal kept by the Company by virtue of section 50 of the 2006 Act or, in the case of shares on a branch register, an official seal for use in the relevant territory. The Board may resolve, either pursuant to Article 135(B) or otherwise, to dispense with the sealing of any such documents or any class or classes of such documents and to determine the manner of authentication of certificates.
- 16 No certificate shall be issued representing shares of more than one class, or in respect of shares held by a designated person or a holder of shares in respect of which the Company is not required by law to complete and have ready a certificate.
- 17 (A) Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu.
- (B) If any member 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.
- (C) The Company may in its sole discretion charge to any member making a request pursuant to paragraphs (A) or (B) of this Article any out-of-pocket expenses incurred by it in complying with such request.
- (D) If any share certificate shall be defaced, worn out, destroyed or lost, it may on request be renewed without charge (other than payment of exceptional out of pocket expenses) on such evidence being produced and such indemnity (if any) being given as the Board shall require, and (in the case of defacement or wearing out) on delivery up of the old certificate.
- (E) In the case of shares held jointly by several persons any such request mentioned in this Article may be made by any one of the joint holders.

UNCERTIFICATED SHARES

- 18 (A) The Company may issue shares which may be held evidenced and transferred through a relevant system in uncertificated form, and where any share is held in uncertificated form the Company shall not issue and no person shall be entitled to receive a certificate in respect of such share at any time and for so long as the title to that share is evidenced otherwise than by a certificate and transfers may be made otherwise than by a written instrument by virtue of the Regulations. Title to shares in issue at the

date of adoption of these Articles may be transferred and evidenced by a relevant system. The Board shall have power to implement any arrangements as they may, in their absolute discretion, think fit in relation to the evidencing and transfer of shares held in uncertificated form (subject always to the Regulations and the facilities and requirements of the relevant system concerned)

- (B) Conversion of shares held in certificated form into shares held in uncertificated form, and vice versa, may be made in such manner as the Board may, in its absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned)
- (C) The Company shall enter on the register of members how many shares are held by each member in uncertificated form and in certificated form and shall maintain the register in each case as is required by the Regulations and the relevant system concerned
- (D) Notwithstanding any provision of these Articles, a class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Regulations which apply only in respect of certificated or uncertificated shares
- (E) The provisions of Articles 11 to 17 inclusive shall not apply to uncertificated shares

SHARE WARRANTS TO BEARER

- 19 No share warrants shall be issued in respect of any deferred shares of the Company, but subject to this provision the Company is hereby authorised to issue share warrants under the powers given by the Statutes and the Board may accordingly, with respect to any shares which are fully paid-up (in any case in which it shall in its discretion think fit so to do), upon an application in writing signed by the person registered as the holder of such shares and authenticated by such statutory declaration or other evidence (if any) as the Board may from time to time require as to the identity of the person signing the request, and upon receiving the certificate (if any) for such shares, and the amount of the stamp duty on such warrant, or if the Company shall previously have compounded for such stamp duty, then such sum (if any) as the Board may determine in respect of the amount payable for such composition, and such fee as the Board may from time to time require, issue at the expense in all respects of the person applying for the same a warrant duly stamped stating that the bearer of the warrant is entitled to the shares therein specified, and may, in any case in which a warrant is so issued, provide by coupons or otherwise for the payment of the future dividends or other monies on the shares included in such warrant
- 20 Subject to the provisions of these Articles and of the Statutes, the bearer of a warrant shall be deemed to be a member of the Company and shall be entitled to the same privileges and advantages as he would have had if his name had been included in the Register as the holder of the shares specified in such warrant
- 21 No person shall as bearer of a warrant, be entitled (i) to sign a requisition for calling a meeting or to give notice of intention to submit a resolution to a meeting, or (ii) to attend or vote by himself or his proxy, or exercise any privilege as a member at a meeting, unless he shall, in case (i) before or at the time of lodging such requisition or giving such notice of intention as aforesaid, or in case (ii) three days at least before the day fixed for the meeting, have deposited at the Office or at such other place as may be specified in the notice the warrant in respect of which he claims to act, attend or vote as aforesaid, and unless the warrant shall remain so deposited until after the meeting and any adjournment thereof shall have been held

- 22 Not more than one name shall be received as that of the holder of a warrant
- 23 To any person so depositing a warrant there shall be delivered a certificate stating his name and address, and describing the shares included in the warrant so deposited, and bearing the date of issue of the certificate, and such certificate shall entitle him, or his proxy duly appointed, as hereinafter provided, to attend and vote at any general meeting held within three months from the date of the certificate in the same way as if he were the registered holder of the shares specified in the certificate
- 24 Upon delivery up of the certificate to the Company, the bearer of the certificate shall be entitled to receive the warrant in respect of which the certificate was given
- 25 The holder of a warrant shall not, save as aforesaid, be entitled to exercise any right as a member, unless (if called upon by any Director or the Secretary so to do) he produces his warrant and states his name and address
- 26 The Board may at its discretion from time to time make regulations as to the terms upon which a new warrant or coupon may be issued in any case in which a warrant or coupon may have been worn out, defaced or destroyed, but no new warrant may be issued to replace one that has been destroyed unless the Board is satisfied beyond reasonable doubt that the original has been destroyed
- 27 The shares included in any warrant shall be transferred by the delivery of the warrant without any written transfer and without registration, and to shares so included the provisions hereinafter contained with reference to the transfer of shares shall not apply
- 28 Upon the surrender of his warrant together with the outstanding dividend coupons, if any, in respect thereof to the Company for cancellation, the bearer of a warrant shall be entitled to have his name entered as a member in the Register in respect of the shares included in the warrant, but the Company shall in no case be responsible for any loss or damage incurred by any person by reason of the Company entering in its register upon the surrender of a warrant the name of any person not the true and lawful owner of the warrant surrendered

LIEN ON SHARES

- 29 The Company shall have a first and paramount lien on its shares (not being fully paid shares) to the extent and in the circumstances permitted by section 670 of the 2006 Act. The Company's lien (if any) on a share shall extend to all amounts payable in respect of it. The Board may waive any lien which has arisen and may resolve that any share shall be (or be issued on terms that it is) wholly or partially exempt from the provisions of this Article
- 30 The Board may sell, in such manner as it may think fit (for which purposes the Board may authorise the conversion of shares to be sold which are certificated shares into uncertificated shares, and vice versa (so far as is consistent with the facilities and requirements of the relevant system concerned)), any shares subject to a lien, but no sale shall be made until such time as the sum in respect of which such lien exists is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the persons (if any) entitled to the shares by reason of his death or bankruptcy and default in payment, fulfilment or discharge shall have been made by him or them for seven days after service of such notice

- 31 The net proceeds of any sale of shares subject to any lien, after payment of the costs, shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement (as the case may be), and any balance shall (subject to a like lien for any amount not presently payable as existed upon the shares prior to the sale) be paid to the member or the person (if any) entitled by reason of transmission of shares on death or bankruptcy to the shares so sold
- 32 To give effect to any such sale as aforesaid, the Board may authorise a person to transfer the shares sold to, or in accordance with the directions of, the purchaser and may enter the transferee's name in the Register as holder of the shares, and the purchaser 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 or invalidity in the proceedings in reference to the sale

CALLS ON SHARES

- 33 Subject to the provisions of these Articles and to the terms of allotment of the shares, the Board may from time to time make such calls on the members in respect of all monies unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) as it may think fit, provided that at least seven days' notice is given of each call. Each member shall be liable to pay the amount of every call so made on him to the persons, by the instalments (if any) and at the times and places appointed by the Board. A call may be wholly or in part revoked or the time fixed for its payment postponed by the Board.
- 34 A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed and may be made payable by instalments.
- 35 The joint holders of a share shall be jointly and severally liable for the payment of all calls and instalments in respect thereof.
- 36 If a call or instalment payable in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the said call or instalment is due shall pay interest on the amount of the call or instalment from the day appointed for payment thereof to the time of actual payment at such rate not exceeding two per cent per annum above the base rate for the time being of the Bank of Scotland as the Board shall fix, but the Board may waive payment of such interest wholly or in part.
- 37 No member shall be entitled to receive any dividend or other payment or distribution or to be present and vote at any general meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum, or to exercise any other privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).
- 38 Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date, whether on account of the nominal amount of the share or by way of premium, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum were a call duly made and notified.
- 39 The Board may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.
- 40 The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the sums due on his shares beyond the sums actually called up thereon, and may

pay or allow on the monies so paid in advance or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, such interest as may be agreed between it and such member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up provided that no dividend shall be payable on so much of the monies paid up on a share as exceeds the amount for the time being called up thereon. The Board may at any time repay the amount so advanced on giving to such member 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 share in respect of which it was advanced

TRANSFER OF SHARES

- 41 Subject to such of the restrictions contained in these Articles as may be applicable, any member may transfer all or any of his shares (i) in the case of certificated shares, by instrument in writing in any usual or common form, or in such other form as the Board shall from time to time approve and (ii) in the case of uncertificated shares, in accordance with and subject to the Regulations and the facilities and requirements of the relevant scheme concerned. 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 thereof recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board may think fit to impose

41A Transfers of CFC Shares

- (i) No CFC Share or interest in any CFC Share shall, at any time, unless otherwise ordered by a court of competent jurisdiction or save as permitted by this Article 41A, be sold, transferred, assigned, exchanged or disposed of or made subject to any Pre-Emption Encumbrance
- (ii) A CFC Share may be transferred to, and a Pre-Emption Encumbrance in respect of a CFC Share may be created in favour of, a Permitted Transferee (a "**Permitted Transfer**")
- (iii) Any number of Permitted Transfers may be made to any number of Permitted Transferees, but, for the avoidance of doubt, save as permitted by this Article 41A, no Permitted Transferee may sell, transfer, assign, exchange, dispose of or create any Pre-Emption Encumbrance over or in respect of, all or any CFC Shares or any interest in all or any CFC Shares
- (iv) If at any time following a Permitted Transfer, a Permitted Transferee is about to cease being or ceases to be an Affiliate of either CFC or the City of Moscow (an "**Exiting Permitted Transferee**"), then the Exiting Permitted Transferee shall promptly and, in any event, before or at the same time as the Exiting Permitted Transferee ceases to be an Affiliate of CFC or the City of Moscow (i) notify CFC, the Company and GPN of such event, and (ii) procure that all of the CFC Shares and the interests in CFC Shares which such Exiting Permitted Transferee holds are transferred back to CFC or a Permitted Transferee, and any Pre-Emption Encumbrance in favour of such Exiting Permitted Transferee over or in respect of any CFC Shares or any interest in any CFC Shares is terminated. If such transfer and/or termination has not been completed to the satisfaction of GPN (in its reasonable discretion) within twenty (20) days of CFC, the Company and GPN becoming aware of such event, GPN shall notify the Board of its dissatisfaction and, upon receipt of such notice from GPN, the Board shall be deemed to have been appointed as the Exiting Permitted Transferee's agent in order to (i) effect the transfer of the CFC Shares back to the Purchaser or (if applicable) the

Permitted Transferee at either the price at which such CFC Shares were originally acquired by such Exiting Permitted Transferee or any other price agreed between the Exiting Permitted Transferee and the Purchaser or (if applicable) the Permitted Transferee, or (ii) the termination of any Pre-Emption Encumbrance in favour of such Exiting Permitted Transferee

- (v) If the holder of a CFC Share receives a Third-Party Offer, and wishes to accept such Third-Party Offer, then, before accepting such Third-Party Offer, such holder shall give an irrevocable notice in writing (a "**Transfer Notice**") in accordance with Article 41A(vi) and (vii) to the Board that it wishes to accept such Third-Party Offer
- (vi) The Transfer Notice shall specify
 - (1) the name and address of the Third-Party Purchaser,
 - (2) all of the terms and conditions attaching to such Third-Party Offer and a confirmation of the matters required under Article 41A(xv), and
 - (3) the aggregate number of Pre-Emption Shares the subject of the Transfer Notice (as such number is determined in accordance with Article 41A(xvi))
- (vii) The Transfer Notice shall irrevocably appoint the Board as the holder's agent for the purposes of Article 41A(viii) in connection with the sale of the Pre-Emption Shares. A Transfer Notice once given may not be revoked
- (viii) Within seven (7) days of the Transfer Notice having been received by the Board, the Pre-Emption Shares shall be offered by the Board (as agent for the holder thereof) in writing (the "**Offer**") to GPN inviting GPN to purchase all (and not part only) of the Pre-Emption Shares at the Prescribed Price and on terms no worse than those specified in the Transfer Notice. By its terms, the Offer shall be capable of being accepted by GPN within seven (7) days of its receipt (the "**Pre-Emption Period**"), but not thereafter
- (ix) For the purposes of this Article 41A, GPN may nominate any person, including the Company (provided it agrees and may lawfully do so), to be the acquirer of the Pre-Emption Shares by providing a written notice to the Board on or prior to giving notice of its acceptance of the Offer. If GPN provides such written notice to the Board (and, if applicable, provided the Company agrees and may lawfully be the acquirer of the Pre-Emption Shares), references to GPN in this Article 42(A) shall be deemed to include references to its nominee where applicable. For the avoidance of doubt, GPN shall be jointly and severally liable with any such nominee in respect of its obligation to pay the Prescribed Price
- (x) Within five (5) days after the expiry of the Pre-Emption Period, the Board shall notify the holder of the relevant CFC Shares in writing whether or not GPN has accepted the Offer. If GPN has accepted the Offer, the holder of the relevant CFC Shares shall upon receipt of the Prescribed Price sell and transfer the Pre-Emption Shares to GPN free and clear of all Encumbrances and any Pre-Emption Encumbrances and with all rights attaching thereto. The sale and purchase of the Pre-Emption Shares shall be completed (having regard to Article 41A(xii)) as soon as reasonably practicable and in compliance with all Applicable Laws, at a place and time to be appointed by the Board when, against payment by GPN of the Prescribed Price, the holder of the relevant CFC Shares shall execute and deliver stock transfers in favour of GPN together with the relevant share certificates in respect of the Pre-Emption Shares to

enable GPN to be registered as the holder of the Pre-Emption Shares subject only to the payment by GPN of relevant stamp duties

- (xi) If a Transfer Notice is given to the Board pursuant to Article 41A(v) and either (i) GPN does not accept the Offer pursuant to such Transfer Notice within the Pre-Emption Period, or (ii) the Board notifies the holder of the relevant CFC Shares in writing that GPN does not wish to accept the Offer (a "**Sale Clearance Notice**") (which the Board shall only be entitled to do if it receives written confirmation from GPN of such beforehand), then the holder of the relevant CFC Shares shall be free to sell the Pre-Emption Shares to the Third-Party Purchaser but only on the terms and conditions of the Third-Party Offer, and for no less than the Prescribed Price without any deduction, rebate or allowance whatsoever to the Third-Party Purchaser, such transfer to be completed at any time within the time envisaged in the Third-Party Offer
- (xii) For the avoidance of doubt, if following either (i) a Transfer Notice having been given to the Board pursuant to Article 41A(v) and GPN not accepting the Offer pursuant to the Transfer Notice within the Pre-Emption Period, or (ii) the issue of a Sale Clearance Notice, the holder of the relevant CFC Shares re-negotiates any material terms ("**New Terms**") of the Third-Party Offer, then the holder of the relevant CFC Shares shall not be permitted to sell the Pre-Emption Shares pursuant to the New Terms, and shall be obliged to issue a new Transfer Notice and otherwise comply with this Article 41A as if the holder of the relevant CFC Shares had received a new Third-Party Offer
- (xiii) In the event that CFC Shares are sold by the holder of the relevant CFC Shares either to GPN or to a Third-Party Purchaser in accordance with this Article 41A, such CFC Shares shall, upon completion of such sale, be automatically converted into and redesignated as Ordinary Shares and any share certificates shall be returned to the Company and shall be reissued by the Company to GPN and/or the relevant Third-Party Purchaser taking into account such conversion and redesignation (or, if the CFC Shares are sold to the Company (as envisaged by Article 41A(ix)) such CFC Shares shall be cancelled)
- (xiv) For the purposes of this Article 41A, the expression "**Prescribed Price**" shall mean, in respect of each Pre-Emption Share, the price per share specified in the Transfer Notice
- (xv) For the purposes of this Article 41A, the expression "**Third-Party Offer**" shall mean
 - (1) a bona fide offer in writing to purchase any shares (or any interest in shares) in the capital of the Company, which offer is capable of being accepted according to its terms to create a legally binding contract,
 - (2) from a Third Party Purchaser,
 - (3) where the Third-Party Purchaser has adequate financial resources to meet its obligations under the Third-Party Offer and/or legally binding commitments from one or more reputable, internationally-recognised financial institutions for that finance, and
 - (4) which contains all material terms and conditions including the number of the shares to be purchased, the price per share and the intended completion date of the purchase, which terms and conditions are the same in respect of all the shares that are the subject of the relevant offer

- (xvi) For the purposes of this Article 41A, the "**Pre-Emption Shares**" shall mean such number of shares in the capital of the Company as shall be determined as follows

(1) if a Third-Party Offer is made for a number of shares of the Company which is equal to or less than the number of CFC Shares held by the holder of the relevant CFC Shares at the time of such Third-Party Offer, then the Pre-Emption Shares shall be such number of CFC Shares as is equal to the number of shares of the Company for which the Third-Party Offer is made, and

(2) if a Third-Party Offer is made for a number of shares of the Company which is greater than the number of CFC Shares held by the holder of the relevant CFC Shares at the time of such Third-Party Offer, then the Pre-Emption Shares shall be (i) all of such CFC Shares, plus (ii) such Ordinary Shares as the Purchaser (or the relevant Permitted Transferee (as the case may be)) may at its absolute discretion elect

- 41B In the event that any Encumbrance is created on or over any of the CFC Shares by CFC or any Permitted Transferee, the party who has (or may have) the benefit of such Encumbrance may not at any time either (i) become the holder of the CFC Shares, or (ii) exercise any other rights in respect of the CFC Shares, unless it signs a deed of adherence in the following form

DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made on [•] by [•] of [•] (the "**Covenantor**")

The Covenantor confirms that it has read a copy of the articles of association of Sibir Energy plc (such articles, as they may be amended from time to time, the "**Articles**") and hereby agrees that

- (1) while Covenantor holds any CFC Shares it shall be bound by the Articles in respect of such CFC Shares as (or as it) a holder of the CFC Shares, and
- (2) any other rights in respect of the CFC Shares are only exercisable subject to the terms and conditions in the Articles (if any)

This Deed shall be governed by and construed in accordance with English law

EXECUTED as a deed on the date written above

[•]

For and on behalf of [•]"

- 41C In the event that any Ordinary Shares are or have been sold by GPN or any of its Affiliates to CFC or any of its Affiliates on or after 19 July 2010, such Ordinary Shares shall be automatically converted into and redesignated as CFC Shares ("**CFC Shares**") Save in respect of the pre-emption rights envisaged under Article 41A, such CFC Shares shall entitle the holder thereof to the same rights and privileges and subject them to the same restrictions as the Ordinary Shares Save as aforesaid, the CFC Shares shall rank *pari passu* with the Ordinary Shares at all times but for the avoidance of doubt, share certificates representing such CFC Shares shall be reissued by the Company to CFC or any of its Affiliates (upon the return to the Company of any share certificates representing the relevant Ordinary Shares) taking into account such conversion and redesignation

- 42 Such instrument of transfer of a certificated share must (if so required by law) be duly stamped and be left at the Office, or at such other place as the Board may appoint, accompanied by the certificate for the shares to be transferred (except in the case of a transfer

- by a recognised clearing house or nominee or a holder of shares in respect of whom the Company is not by law required to deliver a certificate and to whom a certificate has not been issued in respect of such shares) and/or such other evidence (if any) as the Board may require to prove the title of the intending transferor (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so)
- 43 Every instrument of transfer of a certificated share must be in respect of only one class of share
- 44 The instrument of transfer of a certificated share shall be signed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof
- 45 In the case of a partly paid up share the instrument of transfer must also be signed by or on behalf of the transferee
- 46 All instruments of transfer which shall be registered shall (except in case of fraud) be retained by the Company, but any instrument of transfer which the Board may refuse to register shall (except in case of fraud) be returned to the party presenting the same
- 47 The Board may, in its absolute discretion and without giving any reason, refuse to register a transfer of any share
- (A) to more than four joint holders, or
 - (B) to or by an infant or a person in respect of whom a receiving order or adjudication order in bankruptcy has been made which remains undischarged or a person who is then a patient within the meaning of Part VII of the Mental Health Act 1983, or
 - (C) where the share is not fully paid up provided that such action does not prevent dealings in the shares from taking place on an open and proper basis, or
 - (D) on which the Company has a lien, or
 - (E) in the instance that a holder of a CFC Share acts, in the reasonable opinion of the Board, otherwise than in accordance with the provisions of Article 41A
- 48 If the Board shall refuse to register a transfer of share, it shall, within two months after the date on which, in the case of certificated shares, the transfer was lodged with the Company or, in the case of uncertificated shares, the date on which the operator's instruction was received by the Company or a sponsoring system participator acting on its behalf, send to the transferee notice of such refusal together with its reasons for such refusal
- 49 The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods as the Board may from time to time determine provided that the register shall not be closed for more than thirty days in any year
- 50 No fee shall be charged
- (A) for registration of a transfer, or
 - (B) 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

TRANSMISSION OF SHARES

- 51 In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him
- 52 Subject to the provisions of these Articles, any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, on such evidence as to his title being produced as the Board may require (and in the case of uncertificated shares, subject also to the facilities and requirements of the relevant system concerned), elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof
- 53 If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing a transfer of such share to such person. All the provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member
- 54 A person entitled to a share in consequence of the death or bankruptcy of a member shall be entitled to receive, and may give a discharge for, any dividends or other monies payable in respect of the share, but he shall not be entitled in respect of it to receive notices of, or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a member unless and until he shall become a member in respect of the share. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within 60 days the Board may thereafter withhold payment of all dividends or other monies payable in respect of the share until the requirements of the notice have been complied with

FORFEITURE OF SHARES

- 55 (A) If a member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by reason of the member's death or bankruptcy requiring payment of such call or instalment or such part thereof as remains unpaid, together with interest at such rate not exceeding two per cent per annum above the base rate for the time being of the Bank of Scotland as the Board shall determine and any expenses incurred by the Company by reason of such non-payment
- (B) The notice shall
- (1) name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment or part thereof and all interest and expenses that have accrued by reason of such non-payment are to be paid,
 - (2) name the place where the payment is to be made, and

(3) state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made or instalment was due will be liable to be forfeited

(C) If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared

- 56 When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by reason of death or bankruptcy, as the case may be, and 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, but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid
- 57 Notwithstanding any such forfeiture as aforesaid, the Board may, at any time before the forfeited shares have been otherwise disposed of, annul the forfeiture, on the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share, or on the terms of compliance with the terms of any notice served under section 793 of the 2006 Act, as appropriate, and on such further terms (if any) as it shall see fit
- 58 The Board may accept a surrender of any share liable to be forfeited hereunder
- 59 Subject to the provisions of the Statutes, every share which shall be forfeited or surrendered shall thereupon become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before forfeiture or surrender the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board shall think fit, and the Board may if necessary authorise a person to transfer the same to such other person as aforesaid
- 60 A shareholder whose shares have been forfeited or surrendered shall cease to be a member in respect of them but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture or surrender, and interest thereon to the date of payment in the same manner in all respects as if the shares had not been forfeited or surrendered, and to satisfy all (if any) claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture or surrender without any reduction or allowance for the value of the shares at the time of forfeiture
- 61 The forfeiture or surrender of a share shall involve the extinction at the time of forfeiture or surrender of all interest in and all claims and demands against the Company in respect of the share as between the shareholder whose share is forfeited or surrendered and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members
- 62 A statutory declaration that the declarant is a Director or Secretary of the Company and that a share has been duly forfeited or surrendered in pursuance of these Articles, and stating the date on which it was forfeited or surrendered, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture or surrender thereof, be conclusive evidence of the facts therein stated and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof and, in the case of certificated shares, a certificate for the share delivered to the person to whom the same is sold

or disposed of, shall constitute a good title to the share. Subject to the execution of any necessary transfer (in the case of a certificated share) or the making of such other arrangements consistent with the facilities and requirements of the relevant system concerned (in the case of an uncertificated share), such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money or other consideration (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or surrender, sale, re-allotment or disposal of the share

CONVERSION OF SHARES INTO STOCK

- 63 The Company may by ordinary resolution convert any paid up shares into stock and reconvert any stock into paid up shares of any denomination provided that no such conversion shall take place after section 540(2) of the 2006 Act has come into force. After the passing of any resolution converting all the paid up shares of any class into stock any shares of that class which subsequently become fully paid and rank pari passu in all respects with such shares shall by virtue of this Article and such resolution be converted into stock transferable in the same units as the shares already converted
- 64 The holders of stock may transfer the same, or any part thereof, in the same manner and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit, and the Board may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose
- 65 The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at general meetings of the Company and other matters, and be subject to the same provisions of these Articles as if they held the shares from which the stock arose, but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that right, privilege or advantage
- 66 Such of the provisions of these Articles as are applicable to paid up shares shall apply to stock and the words "share" and "shareholder" shall include "stock" and "stockholder" respectively

PURCHASE OF OWN SHARES

- 67 Subject to the provisions of the Statutes, the Company may purchase its own shares (including any redeemable shares) provided that if, prior to such purchase, there are convertible shares of the Company no such purchase shall be made and (where the Statutes require the contract for the purchase to be approved by a special resolution) no contract relating to any such purchase shall be entered into unless it
- (A) has received the consent in writing of the holders of not less than three-quarters in nominal value of any class of convertible shares other than those which are convertible into shares which as respects dividend and capital carry a right to participate only up to a specified amount in a distribution, or
 - (B) has been sanctioned by a special resolution passed at a separate general meeting of the holders of such convertible shares

VARIATION OF CLASS RIGHTS

- 68 Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares in the capital of the Company shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority thereto for payment of a dividend or repayment of capital but shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or ranking behind those already issued

GENERAL MEETINGS

- 69 The Board may call a general meeting whenever it thinks fit, and general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 303 of the 2006 Act. In the case of a general meeting called in pursuance of a requisition, unless such meeting shall have been called by the Board, no business other than that stated in the requisition as the objects of the meeting shall be transacted

NOTICE OF GENERAL MEETINGS

- 70 In the case of any general meeting at least 14 clear days' notice in writing, specifying the place, the day and the hour of meeting and the general nature of the business to be dealt with at the meeting, such notice to be given in manner hereinafter mentioned to the Auditors and to such persons as are under the provisions of these Articles entitled to receive notice of general meetings from the Company, but with the consent of all persons for the time being entitled as aforesaid, or of such proportion thereof as is prescribed by section 307 of the 2006 Act, a meeting may be convened on a shorter notice, and in such manner as such persons may approve. The accidental omission to give such notice to, or the non-receipt of such notice by, any such person shall not invalidate any resolution passed or proceeding at any such meeting
- 71 In every notice calling a general meeting of the Company, there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a member
- 72 In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate the proceedings at the meeting

PROCEEDINGS AT GENERAL MEETINGS

- 73 (A) No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than two qualifying persons, unless (i) each is a qualifying person only because he is authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation, or (ii) each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member. For the purposes of this Article, a "**qualifying person**" means (i) an individual who is a member of the Company, (ii) a person authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to the meeting, or (iii) a person appointed as a proxy of a member in relation to the meeting
- (B) If within 15 minutes (or within such longer time not exceeding one hour as the Chairman of the meeting may decide) from the time appointed for the holding of a general meeting a quorum is not present, the meeting if convened on the requisition

of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Board may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the members present in person or by proxy shall be a quorum.

- 74 The Chairman (if any) of the Board shall preside at every general meeting of the Company. If there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Deputy Chairman (if any) shall if present and willing to act preside at such meeting but if the Chairman and Deputy Chairman shall not be so present and willing to act the Directors present shall choose one of their number to act, or if there is only one Director present he shall be Chairman if willing to act. If there is no Director present and willing to act, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.
- 75 (A) The Chairman may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. The Chairman of the meeting may, at his sole discretion and without the requirement for the consent of the meeting, adjourn or otherwise make alternative appropriate arrangements for any general meeting at which in his opinion the venue arrangements cannot cater in an orderly fashion so as to enable the members present adequately to hear, speak and vote on the matters before the meeting where the conduct of persons prevents or is likely to prevent the orderly continuation of the business or where an adjournment is otherwise necessary so that the business of the meeting may be properly conducted. Without prejudice to the generality of the foregoing, the Chairman of the meeting may in such circumstances direct that the meeting be held simultaneously in two or more venues connected for the duration of the meeting by audio or audio-visual links or in two or more consecutive sessions with the votes taken being aggregated or that it be adjourned to a later time on the same day or a later date at the same or any other venue.
- (B) Whenever a meeting is adjourned for 14 days or more, seven clear days' notice at the least, specifying the place, the day, and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.
- (C) No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
- 76 At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by
- (A) the chairman of the meeting, or
- (B) at least five persons entitled to vote at the meeting, or
- (C) a member or members representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, or

- (D) a member or members holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right
- 77 The demand for a poll may be withdrawn Unless a poll is duly demanded (and the demand is not withdrawn), a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution
- 78 If
- (A) any objection is raised to the qualification of any voter, or
- (B) any votes have been counted which ought not to have been counted or which might have been rejected, or
- (C) any votes are not counted which ought to have been counted,
- the objection or error shall not vitiate the decision of the meeting on any resolution unless the same is raised or pointed out at the meeting or adjourned meeting 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 The decision of the Chairman on such matters shall be final and conclusive
- 79 If a poll be demanded in the manner aforesaid, it shall (subject as provided in Article 81) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman shall direct No notice need be given of a poll not taken immediately The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 80 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith
- 81 In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote
- 82 The demand for a poll 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

VOTES OF MEMBERS

- 83 Subject to any rights or restrictions for the time being attached to any class or classes of shares and to these Articles, on a show of hands every member who (being an individual) is present in person or by duly appointed proxy or (being a corporation) is present by duly authorised representative or by duly appointed proxy shall have one vote and on a poll every member who (being an individual) is present in person or by duly appointed proxy or (being a corporation) by duly appointed representative or by duly appointed proxy and entitled to vote shall have one vote for every share held by such member

- 84 A member suffering from mental disorder, or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may, if so permitted by the Board in its absolute discretion, vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis or other person in the nature of a committee, receiver or curator bonis appointed by such court, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office, or at such other place as is specified in accordance with these Articles for the lodgement of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or for the taking of the poll at which it is desired to vote
- 85 If two or more persons are jointly entitled to a share, then in voting on any question the vote of the senior who tenders the vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register
- 86 (A) No member shall, unless the Board otherwise determines, be entitled in respect of any share held by that member to vote at any general meeting either personally or by proxy or at any separate meeting of the holders of any class of shares or to exercise any other right conferred by membership in relation to any such meeting if any call or other sum presently payable by the member in respect of that share remains unpaid
- (B) If any member, or any other person appearing to be interested in any shares in the Company held by that member, has been duly served with a notice under section 793 of the 2006 Act (a "**Section 793 Notice**") and is in default in supplying to the Company the information thereby required, within the time period specified in such notice, then, provided that 14 days have elapsed since service of the Section 793 Notice, the Board may at any time thereafter at its absolute discretion by notice to such member (a "**direction notice**") direct
- (1) that in respect of the shares in relation to which the default occurred ("**default shares**", which expression shall include any further shares issued after the date of the Section 793 Notice in respect of the first-mentioned shares) such member shall not be entitled to vote at any general meeting either personally or by proxy or at any separate meeting of the holders of any class of shares or to exercise any other rights conferred by membership in relation to any such meeting, and/or
- (2) if the default shares represent, at the date of the direction notice, 0.25 per cent or more of the issued shares of the relevant class of shares in the Company that
- (a) any dividend (or part thereof) or other monies which would otherwise be payable on such shares shall be retained by the Company until such time as the direction ceases to have effect (without any liability on the part of the Company to pay interest thereon) and that prior to such time the acceptance of an offer made by the Company under Article 153(B) in respect of any such dividend shall be of no effect, and/or
- (b) no transfer, other than an approved transfer, of any of the default shares shall be registered
- (C) The Company shall send a copy of the direction notice to each other person appearing to be interested in the relevant default shares the address of whom has been notified

to the Company, but failure or omission by the Company to do so shall not invalidate such notice

- (D) Any direction notice shall have effect in relation to default shares in accordance with its terms but shall cease to have effect
- (1) on the expiry of seven days after the Company has received in writing all information required in respect of those default shares by every Section 793 Notice served on the holder thereof and each other person appearing to be interested in such shares, or
 - (2) if such shares are transferred by means of an approved transfer, or
 - (3) if and to the extent that the Board so determines
- (E) Where any person appearing to be interested in any shares has been served with a Section 793 Notice and such shares are held by a recognised depositary, the provisions of this Article shall be deemed to apply only to those shares held by the recognised depositary in which such person appears to be interested and references to default shares shall be construed accordingly
- (F) Where the member on whom a Section 793 Notice has been served is a recognised depositary, the obligations of the recognised depositary acting in its capacity as such shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it as has been recorded by the recognised depositary pursuant to the arrangements entered into by the Company or approved by the Board pursuant to which it was appointed as a recognised depositary
- (G) For the purposes of this Article
- (1) a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under section 793 of the 2006 Act which names such person as being so interested or if the Company (after taking into account the said notification and any other notification under the 2006 Act or any relevant information otherwise available to the Company) knows or has reasonable cause to believe that the person in question is, or may be, interested in the shares, and references in this Article to persons interested in shares and to interests in shares shall be construed in accordance with section 820 of the 2006 Act,
 - (2) the prescribed period in respect of any shares is 28 days from the date of service of the Section 793 Notice in respect thereof, except where the shares to which such notice relates represent, at the date of the notice, 0.25 per cent or more of the issued shares of the relevant class of shares in the Company, in which case such period shall be 14 days,
 - (3) a transfer is an approved transfer if (but only if) the Board is satisfied that the transfer is made pursuant to a sale to a party who, in the opinion of the Board, is not connected with the holder thereof or with any other person appearing to be interested in such shares prior to such transfer (being a party which itself is not the holder of any shares in the Company in respect of which a direction notice is then in force or a person appearing to be interested in any such shares) and the Board does not have reasonable grounds to believe that the transferor or any other person appearing to be interested in such

first-mentioned shares will following such transfer have any interest in such shares,

- (4) a recognised depositary is a custodian or other person appointed under arrangements entered into with the Company or otherwise approved by the Board whereby such custodian or other person holds or is interested, directly or indirectly through a nominee, in shares of the Company or rights or interests in respect thereof and issues securities or other documents of title, or maintains accounts, evidencing or recording the entitlement of the holders thereof, or account holders, to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the Board for the purposes of this Article and shall include, where so approved by the Board, the trustees (acting in their capacity as such) of any employees' share scheme established by the Company, and
- (5) a reference to a person being in default in supplying to the Company the information required by a Section 793 Notice includes a reference to his having failed or refused to give all or any part of it and also includes a reference to his having given information which he knows to be false in a material respect or having recklessly given information which is false in a material respect
- (H) None of the provisions contained in this Article shall in any way limit or restrict the rights of the Company under sections 793 and 794 of the 2006 Act or any order made by the court under section 794 or elsewhere under Part 22 of the 2006 Act nor shall any sanction imposed by the Board pursuant to this Article cease to have effect, otherwise than as provided in this Article, unless it is so ordered by the court

87 On a poll

- (A) votes may be given either personally or by proxy, and
- (B) a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way

88 Any person (whether a member of the Company or not) may be appointed to act as a proxy to exercise any or all of the member's rights to attend, speak and vote at a general meeting. A shareholder may appoint more than one proxy in relation to a general meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder. A shareholder may appoint two or more persons as proxies to exercise the rights attached to the same shares in the alternative, but if he shall do so only one such proxy may attend and vote in respect of such shares

89 An instrument appointing a proxy

- (A) shall
 - (1) be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation, either under its common seal or under the hand of some officer or attorney duly authorised in that behalf
 - (2) be deemed to include the right to speak at the meeting and the power to demand or to concur in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit, and

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

(B) may be in any common form or in such other form as the Board shall approve, and

(C) need not be witnessed

- 90 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified or office copy of the power or authority must be deposited or, if sent in electronic form, received at the address specified by the Company in the notice convening the meeting or in any instrument or proxy in relation to the meeting or in any communication in electronic form relating to the meeting as the address for the purposes of receiving communications in electronic form, not less than 48 hours (excluding any day that is not a business day) before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken more than 48 hours after it was demanded, not less than 24 hours (excluding any day that is not a business day) before the time appointed for the taking of the poll, or, in the case of a poll taken not more than 48 hours after it was demanded, not later than the time at which it was demanded. In default the instrument of proxy shall not be treated as valid save that in the case of a proxy appointed by a corporation the Board shall have a discretion to accept such proxy's vote notwithstanding the fact that the relevant appointment documentation has not been deposited as required by this Article. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates
- 91 The Board may at the expense of the Company send, by post or otherwise, instruments of proxy (reply-paid or otherwise) to members for use at any general meeting or at any meeting of any class of members of the Company, either in blank or nominating in the alternative any one or more of the Directors or any other persons provided that it shall be so worded as to enable the proxy to vote either for or against, or to withhold their vote in respect of the resolutions to be proposed at the meeting at which the proxy is to be used. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not some only) of the members entitled to be sent a notice of the meeting and to vote thereat by proxy
- 92 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the instrument of proxy, or of the authority under which the instrument of proxy was executed, or the transfer of the share in respect of which the instrument of proxy is given, provided that no intimation in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as is referred to in Article 79, not less than 48 hours (excluding days which are not business days) before the commencement of the meeting in the case of a poll taken more than 48 hours after it was demanded, not less than 24 hours (excluding days which are not business days) before the time appointed for the taking of the poll, or in the case of a poll taken not more than 48 hours after it was demanded, not later than the time at which it was demanded

PRESIDENT

- 93 (A) The Board may from time to time appoint any Director or any other person to be President and may determine the period for which he is to hold office
- (B) Any such appointment may be made on such terms as to remuneration and otherwise as the Board shall from time to time determine
- (C) It shall be the duty of the President to advise the Board on such matters as he or it may deem to be of interest to the Company but the President shall not by virtue of his office as such have any powers or duties in relation to the management of the business of the Company

DIRECTORS

- 94 The number of Directors shall not be less than two
- 95 A Director shall not be required to hold any qualification shares but shall be entitled to receive notice of, attend and speak at all general meetings of the Company and of any class of members of the Company
- 96 (A) Each of the Directors (other than a Managing Director or an Executive Director appointed under these Articles) shall be entitled to receive by way of ordinary remuneration for his services in each year such sum as the Board (or for the avoidance of doubt any duly authorised committee of the Board) may determine but the aggregate sum payable to the Directors under this Article 96 shall not exceed £150,000 or such other limit as shall from time to time be determined by the Company in general meeting except that any Director holding office for less than the whole of the relevant period in respect of which the remuneration is paid shall only be entitled to a sum in proportion to the time during such period for which he has held office
- (B) The Directors shall also be entitled to be repaid all travelling hotel and other expenses necessarily incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from Board meetings, Committee meetings or general meetings or otherwise incurred while engaged on the business of the Company
- (C) If by arrangement with the Board any Director shall perform or render any special duties or services outside his ordinary duties as a Director, the Board or for the avoidance of doubt any duly authorised committee of the Board may award him special remuneration, in addition to any fees or ordinary remuneration, and such special remuneration may be by a lump sum or by way of salary, commission, participation in profits or otherwise as may be arranged, and shall be charged as part of the Company's ordinary working expenses
- 97 Subject as herein otherwise provided, the office of a Director shall be vacated
- (A) if a receiving order is made against him or he makes any arrangement or composition with his creditors generally, or
- (B) if he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and the Board passes a resolution that he has by reason of such absence vacated his office, or

- (C) if he is prohibited from being a Director by any order made under any provision of the Statutes or he becomes prohibited by law from being a Director, or
- (D) if in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs, or
- (E) if by notice in writing given to the Company he resigns his office, or
- (F) if all his co-Directors resolve that he be removed from office as a Director, or
- (G) if he is removed from office under section 168 of the 2006 Act or pursuant to Article 118,

but subject to the provisions of the Statutes any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' minute book stating that such Director has ceased to be a Director of the Company

DIRECTORS INTERESTS

- 98 Subject to the provisions of the Statutes, no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any transaction or arrangement entered into on behalf of the Company in which any Director is in any way directly or indirectly interested be liable to be avoided, nor shall any Director so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relationship thereby established, provided that the nature of this interest has been declared by him in accordance with Article 99
- 99 (A) A Director who is in any way (directly or indirectly) interested in an existing or proposed contract with the Company shall declare the nature of his interest to the other Directors at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the Board held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, then at the first meeting of the Board held after he becomes so interested. A general notice in writing given to the Board by any Director to the effect that he is a member of any specified company or firm, and is to be regarded as interested in any contract which may thereafter be made with such company or firm, shall (if such Director shall give the same at a meeting of the Board or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Board after it is given) be deemed a sufficient declaration of interest in relation to any contract so made. An interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his
- (B) A Director who is in any way (directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company shall declare the nature of his interest to the other Directors (i) at a meeting of the Directors, or (ii) by a notice in writing in accordance with section 184 of the 2006 Act, or (iii) by a general notice in accordance with section 185 of the 2006 Act, in the case of an existing transaction as soon as is reasonably practicable after the Director becomes so interested and in the

case of a proposed transaction, prior to such transaction or arrangement being entered into by the Company. If a declaration of interest under this Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. This Article does not require a declaration of an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director shall be deemed to be aware of matters of which he ought reasonably to be aware. A Director need not declare an interest in the circumstances set out in section 177(6) of the 2006 Act.

- 100 (A) The Directors are empowered to authorise a Director in relation to any matter proposed to the Board which, if not so authorised, would infringe the duty to avoid conflicts of interest as set out in section 175 of the 2006 Act. The Directors may give any such authorisation upon such terms as they think fit. The Directors may vary or terminate any such authorisation at any time.
- (B) If a matter has been authorised by the Directors in accordance with this Article 100 then
- (1) the Director shall not be required to disclose any confidential information relating to such matter to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter,
 - (2) the Director may absent himself from meetings of the Directors at which anything relating to that matter will or may be discussed, and
 - (3) the Director may make such arrangements as such Director thinks fit for relevant papers to be received and read by a professional adviser on behalf of that Director.
- (C) A Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been approved by the Directors pursuant to this Article 100 (subject in any such case to any limits or conditions to which such approval was subject).
- 101 Except as otherwise provided in these Articles, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company or any resolution of the Directors granting him authorisation under Article 100. A Director shall not be counted in the quorum of a meeting in relation to any resolution on which he is debarred from voting.
- 102 A Director shall (in the absence of a material interest other than those indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely
- (A) the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary undertakings,
 - (B) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,

- (C) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof,
 - (D) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not interested as that term is used in section 820 of the 2006 Act in one per cent or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article to be a material interest in all the circumstances),
 - (E) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement, death or disability benefits scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval by the Board of H M Revenue and Customs for taxation purposes,
 - (F) any proposal relating to any arrangement for the benefit of employees under which he benefits or may benefit in a similar manner as the employees and which does not accord to him as a Director any privilege or advantage not generally accorded to the employees to whom the arrangement relates, or
 - (G) subject to the Statutes, any proposal concerning the purchase and/or maintenance of any insurance policy under which a Director may benefit
- 103 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately. In such case each of the Directors concerned (if not debarred from voting under the proviso to paragraph (D) of Article 102) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment
- 104 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall (unless the Director in question is the Chairman in which case he shall withdraw from the meeting and the Board shall elect a deputy chairman to consider the question in place of the Chairman) be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive, except in a case where the nature or extent of the interest of the Director concerned has not been fairly disclosed
- 105 For the purposes of these Articles, an interest of any person who is for any purpose of the 2006 Act (excluding any statutory modification thereof not in force when these Articles became binding on the Company) connected with a Director shall be taken to be the interest of that Director, and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise
- 106 Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to a remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as the Auditors

- 107 Any Director may continue to be or become a director of, or hold any other office or place of profit under, any other company in which the Company may be interested, and no such Director shall be accountable for any remuneration, salary, commission, participation in profits, pension, superannuation or other benefits received by him as a director of, or holder of any other office or place of profit under, or member of, any such other company. The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as it may think fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company)

POWERS AND DUTIES OF DIRECTORS

- 108 The business of the Company shall be managed by the Board, which may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Articles and to such regulations (not being inconsistent with such aforesaid provisions) as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 109 The Board may at any time and from time to time and by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 110 The continuing Directors may act as a Board at any time notwithstanding any vacancy in their body provided always that in case the Directors shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles it shall be lawful for them to act as a Board for the purpose of filling any vacancies in their body or of summoning a general meeting of the Company, but not for any other purpose.
- 111 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) in such manner as the Board shall from time to time by resolution determine.
- 112 The Directors be and are authorised to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

BORROWING POWERS

- 113 (A) Subject as hereinafter provided and subject to the Statutes, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present or future) and uncalled capital or any part thereof and (subject to section 551 of the 2006 Act) to issue debentures and other

securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party

- (B) The Board shall restrict the borrowings of the Company and exercise all voting and other rights, powers of control or rights of influence exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise the Board can secure) that the aggregate amount for the time being remaining outstanding of all monies borrowed by the Group (as hereinafter defined) and for the time being owing to persons outside the Group less the aggregate amount of Current Asset Investments (as hereinafter defined) shall not at any time without the previous sanction of the Company in general meeting exceed an amount equal to three times the Adjusted Capital and Reserves (as hereinafter defined)

- (C) For the purpose of this Article

(1) **"Group"** means the Company and its subsidiary undertakings for the time being,

(2) **"Adjusted Capital and Reserves"** shall mean at any material time a sum equal to the aggregate of the amount paid up on the issued or allotted share capital of the Company and the net amount standing to the credit of the consolidated capital and revenue reserves (including any share premium account, capital redemption reserve and profit and loss account but after deducting any debit balance on profit and loss account) of the Company and its subsidiary undertakings included in the consolidation in the latest audited balance sheet but after -

- (a) adding back the amount set aside for deferred taxation,
- (b) making such adjustments as may be appropriate in respect of any variation in the amount of such paid up share capital or share premium account subsequent to the date of the latest audited balance sheet and so that for this purpose if any issue or proposed issue of shares or loan stock convertible into shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any premium) of the subscription monies payable in respect thereof (not being monies payable later than six months after the date of allotment) shall to the extent so underwritten be deemed to have been paid up on the date when the issue of such shares or loan stock convertible into shares (as the case may be) was underwritten (or, if such underwriting was conditional, on the date when it became unconditional),
- (c) making such adjustments as may be appropriate in respect of any distribution declared, recommended or made by the Company or its subsidiary undertakings (to the extent not attributable directly or indirectly to the Company) out of profits earned up to and including the date of the latest audited balance sheet to the extent that such distribution is not provided for in such balance sheet,
- (d) making such adjustments as may be appropriate in respect of any material variation in the interests of the Company in its subsidiary undertakings (including a variation whereby an undertaking becomes

or ceases to be a subsidiary undertaking) since the date of the latest audited balance sheet,

- (e) if the calculation is required for the purposes of or in connection with a transaction under or in connection with which any undertaking is to become or cease to be a subsidiary undertaking of the Company, making all such adjustments as would be appropriate if such transaction has been carried into effect,
 - (f) excluding minority interests in subsidiary undertakings to the extent not already excluded,
 - (g) adding back a sum equal to any goodwill arising on acquisitions (whether before or after the date of adoption of these Articles) of companies and businesses remaining within the Group which has been written off against reserves in accordance with United Kingdom generally accepted accounting principles,
- (3) **"monies borrowed"** shall be deemed to include (to the extent that the same would not otherwise fall to be taken into account)
- (a) the amount of all debentures allotted or issued (whether or not for cash) by any member of the Group which are not for the time being beneficially owned by a company within the Group,
 - (b) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase or sale of goods in the ordinary course of trading) by any member of the Group or by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group,
 - (c) the nominal amount of any allotted or issued and paid up share capital (other than equity share capital) of any subsidiary undertaking which is a body corporate of the Company not for the time being beneficially owned by other members of the Group,
 - (d) the amount of any other allotted or issued and paid up share capital and of any other debentures or other borrowed monies (not being shares or debentures which or borrowed monies the indebtedness in respect of which is for the time being beneficially owned within the Group) the redemption or repayment whereof is guaranteed (or is the subject of an indemnity granted) by any member of the Group,
 - (e) the minority proportion of monies borrowed and owing to a partly owned subsidiary undertaking by another member of the Group,
 - (f) the aggregate amount owing by any member of the Group under leases or other arrangements which are to be treated as liabilities in accordance with United Kingdom generally accepted accounting principles,
 - (g) the principal amount of any book debts of any member of the Group which have been sold or agreed to be sold, to the extent that any member of the Group is for the time being liable to indemnify or

reimburse the purchaser in respect of any non-payment in respect of such book debts,

but shall be deemed not to include

- (h) any amounts borrowed by any member of the Group from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under such contract which is guaranteed or insured by any federal or state agency or governmental body, or any institution carrying on a similar business or performing a similar function,
- (i) the minority proportion of monies borrowed by a partly owned subsidiary undertaking and not owing to another member of the Group,

and so that

- (j) no amount shall be taken into account more than once in the same calculation but subject thereto sub-paragraphs (a) to (i) of this paragraph (3) above shall be read cumulatively, and
 - (k) in determining the amount of any debentures or other monies borrowed or of any share capital for the purpose of this paragraph (3) there shall be taken into account the nominal or principal amount thereof (or, in the case of partly paid debentures or shares, the amount for the time being paid up thereon) together with any fixed or minimum premium payable on final redemption or repayment provided that if monies are borrowed or shares are issued on terms that they may be repayable or redeemable (or that any member of the Group may be required to purchase them) earlier than their final maturity or redemption date (whether by exercise of an option on the part of the issuer or the creditor or a trustee for the creditor or the shareholder, by reason of a default or for any other reason) at a premium or discount to their nominal or principal amount, then there shall be taken into account the amount which would, in accordance with United Kingdom generally accepted accounting principles, be regarded as payable on repayment, redemption or purchase of such debentures, monies borrowed or share capital as at the date of the latest audited balance sheet,
- (4) in relation to a partly owned subsidiary undertaking the "**minority proportion**" is a proportion equal to the proportion of its issued equity share capital which is not attributable to the Company,
 - (5) "**Current Asset Investments**" means the aggregate of
 - (a) cash in hand of the Group,
 - (b) sums standing to the credit of any current or other account of any member of the Group with banks or similar institutions in the United Kingdom or elsewhere to the extent that remittance of the same to the United Kingdom is not prohibited by any law, regulation, treaty or official directive or, where remittance of the same to the United

Kingdom is so prohibited, to the extent that the same may be set off against or act as security for any monies borrowed by such member,

- (c) the amount of such assets as would be included in "Current Assets - Investments" and short term deposits in a consolidated balance sheet of the Group prepared as at the date of the relevant calculation in accordance with the principles used in the preparation of the latest audited balance sheet, -

less, in the case of a partly owned subsidiary undertaking, a proportion thereof equal to the minority proportion,

- (D) For the purposes of the foregoing paragraphs borrowed monies expressed in or calculated by reference to a currency other than sterling shall be notionally converted into sterling at the relevant rate of exchange prevailing in London on the day before that date or, if it would result in a lower figure, at the rate of exchange prevailing in London on the day six months before that date and so that for these purposes the rate of exchange shall be taken as the spot rate in London recommended by a London clearing banker, selected by the Board, as being the most appropriate rate for the purchase by the Company of the currency in question for sterling on the day in question, or, if that is not a business day, on the last business day before the day in question
- (E) The determination of the Auditors as to the amount of the Adjusted Capital and Reserves at any time shall be conclusive and binding on all concerned and for the purposes of their computation the Auditors may at their discretion make such further or other adjustments (if any) as they think fit. Nevertheless the Board may act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves at any time and if in consequence the limit hereinbefore contained is inadvertently exceeded an amount of borrowed monies equal to the excess may be disregarded until the expiration of three months after the date on which by reason of a determination of the Auditors or otherwise the Board became aware that such a situation has or may have arisen
- (F) No person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the said limit had been or would thereby be exceeded

LOCAL BOARDS

- 114 The Board may establish any committees, local boards or agencies for managing any of the affairs of the Company either in the United Kingdom or elsewhere, and may appoint any persons to be members of such committees, local boards or agencies and may delegate to any committee, local board, or agent any of the powers, authorities and discretions vested in the Board (including without limitation the power to authorise ordinary or special remuneration), with power to sub-delegate, and may authorise the members of any local board, or any of them, to fill any vacancies, and any such appointment or delegation may be on such terms and subject to such conditions as the Board may think fit. The Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby

MANAGING DIRECTOR AND OTHER APPOINTMENTS

- 115 The Board may from time to time appoint any one or more of its body to the office of Managing Director and/or Chief Executive Officer and/or such other office in the management of the business of the Company or place of profit under the Company, except that of the Auditors, as it may decide for such period (subject to the provisions of section 188 of the 2006 Act) and on such terms as it thinks fit, and may vest in such Managing Director or such Chief Executive Officer or such other officer (any such person being herein referred to as an "**Executive Director**") such of the powers hereby vested in the Board as it may think fit, and such powers may be made exercisable for such period or periods, and on such conditions and subject to such restrictions, and generally on such terms as to remuneration and otherwise, as it may determine. The remuneration of an Executive Director may be made payable by way of salary or commission or participation in profits, or by any or all of those modes, or otherwise as may be thought expedient and it may be made a term of his appointment that he shall receive a pension, gratuity or other benefit on his retirement.
- 116 An Executive Director shall be taken into account in determining the retirement by rotation of Directors, and in other respects he shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to an Executive Director if he shall cease to hold the office of Director for any cause.

APPOINTMENT AND REMOVAL OF DIRECTORS

- 117 The Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.
- 118 The Company may by ordinary resolution, of which special notice has been given in accordance with section 312 of the 2006 Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim which such Director may have for damages for breach of any contract of service between him and the Company.
- 119 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 118 and without prejudice to the powers of the Directors under Article 117, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

DIVISIONAL DIRECTORS

- 120 (A) The Board may from time to time appoint any manager or other officer or person in the employment of any company in the Group for the time being to be a Divisional Director of the Company.
- (B) The appointment of a person to be a Divisional Director shall not, save as otherwise agreed between him and the Company or the subsidiary (if any) in whose service he may be, affect the terms and conditions of his employment by the Company or by any such subsidiary, whether as regards duties, remuneration, pension or otherwise, and his office as a Divisional Director shall be vacated in the event of his being removed from office by a resolution of the Board.

- (C) The appointment, removal and remuneration of a Divisional Director shall be determined by the Board with full powers to make such arrangements as the Board may think fit, and the Board shall have the right to enter into any contract on behalf of the Company or to transact any business of any description without the knowledge or approval of any Divisional Director, except that no act shall be done that would impose any personal liability on any or all of the Divisional Directors except with his or their knowledge and consent
- (D) In calculating the number to form a quorum at any meeting of the Board any Divisional Director shall not be counted
- (E) A Divisional Director shall not be entitled to receive notice of or to vote at a meeting of the Board or (except when expressly invited by the Board to do so) to attend a meeting of the Board. He shall not require any share qualification and shall not be deemed to be a Director for the purposes of the Statutes or these Articles

ALTERNATE DIRECTORS

- 121
- (A) Each Director shall have the power to nominate any other Director or any person approved for that purpose by resolution of the Board to act as alternate Director at meetings of the Board in his place during his absence and, at his discretion, to revoke such nomination
 - (B) Any appointment or removal of an alternate Director shall be effected by an instrument in writing delivered at the Office and signed by the appointor
 - (C) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notice of meetings of the Board and of any committee of the Board of which the appointor is a member and to attend and to vote at any such meeting and to perform thereat all the functions of his appointor. An alternate Director shall have one vote for each Director whom he represents, in addition to his own vote if he is a Director, but he shall not be counted more than once in the quorum. If his appointor is for the time being absent from the United Kingdom or otherwise not available the appointee's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him
 - (D) An alternate Director shall be entitled to contract and to be interested in and to benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct
 - (E) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force

PROCEEDINGS OF DIRECTORS

- 122 A Director may, and on request of a Director or the Secretary shall, at any time summon a meeting of the Board by notice (which need not be in writing) served upon the several members of the Board
- 123 Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to him either personally or by sending the same (i) through the post or (ii) by electronic means, addressed to him at the address given to the Company by him for this purpose. Where a Director is represented by an alternate Director, due notice of such meeting shall be given to such alternate Director either personally or by sending the same (i) through the post or (ii) by electronic means, addressed to him at the address given to the Company by him for this purpose. A Director may be treated as having waived his entitlement to notice of a meeting of the Board if he has not supplied the Company with the information necessary to ensure that he receives notice of a meeting before it takes place. A Director may waive the requirement that notice of any Board meeting be given to him, either prospectively or retrospectively.
- 124 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit and determine the quorum necessary for the transaction of business. Any Director may participate in a meeting of the Board by means of conference telephone or similar communication equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in this manner shall be deemed to be present in person at such meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.
- 125 Until otherwise determined, but subject to Article 110, two Directors shall be a quorum.
- 126 Questions arising at any meeting shall be decided by a majority of votes.
- 127 In case of an equality of votes the Chairman shall have a second or casting vote.
- 128 For the purpose of these Articles an alternate Director shall be counted in a quorum provided that at least one other Director or person duly appointed as an alternate Director is also present and a Director who is an alternate Director shall be entitled to a separate vote on behalf of the Director whom he is representing in addition to his own vote.
- 129 A resolution in writing signed by all the Directors for the time being in the United Kingdom, if constituting a majority of the Directors, shall be as effective for all purposes as a resolution passed at a meeting of the Board duly convened, held and constituted and may consist of several documents in like form each signed by one or more of the Directors.
- 130 The Board may from time to time elect or otherwise appoint a Director to be Chairman or Deputy Chairman and determine the period for which each of them is to hold office.
- 131 The Chairman, or in his absence the Deputy Chairman, shall preside at meetings of the Board, but if no such Chairman or Deputy Chairman shall be elected or appointed, or if at any meeting the Chairman or Deputy Chairman shall not be present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be chairman of such meeting.
- 132 (A) The Board may delegate all or any of its powers, authorities and discretions to any committee or committees as it may think fit. Any such committee may consist of one or more members of the Board, and the Board shall also be entitled to appoint such other person or persons as it considers expedient to a committee but so that the majority at least of the members of any such committee shall consist of Directors and

no resolution of the committee shall be effective unless a majority of the members of the committee present at the relevant meeting consists of Directors

- (B) Any committee so formed shall in the exercise of the power, authorities and discretions so delegated conform to any regulations that may be imposed on it by the Board
 - (C) The Board may authorise any such committee to sub-delegate all or any of the powers, authorities and discretions delegated to it and the Board may at any time dissolve any such committee or revoke or vary any delegation made to any such committee or subsidiary
 - (D) The meetings and proceedings of a committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board, so far as the same are applicable thereto and are not suspended by any regulations imposed by the Board under or by the provisions of paragraph (B) of this Article
- 133 All acts done bona fide by any meeting of the Board, or of a committee of the Board, or by any person acting as a Director or alternate Director or a member of such committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or such committee or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or, as the case may be, an alternate Director and had been entitled to vote

MINUTES

- 134 (A) The Board shall cause minutes to be made
- (1) of all appointments of officers made by the Board,
 - (2) of the names of the Directors present at each meeting of the Board and of committees of the Board, and
 - (3) of all resolutions and proceedings at all meetings of the Company and of the Board and of committees of the Board
- (B) Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the Chairman of the meeting at which the proceedings were conducted or by the Chairman of the next succeeding meeting

THE SEAL

- 135 (A) Subject to paragraph (B) of this Article, the Board shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose provided that the Board may either generally or in any particular case or cases resolve (subject to such restrictions as to the manner in which the Seal may be affixed as the Board may determine) that such signatures or any of them may be affixed to certificates for shares or debentures or representing any other form of security by some mechanical means other than autographic to be specified in such resolution or that such certificates need not be signed by any person

- (B) Subject to the Statutes, the Company may dispense with the need for the Seal, either generally or in respect of particular classes of documents, at the Board's discretion, and, whether it does or does not dispense with the Seal, a document signed by a Director and the Secretary or by any two Directors and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the Seal, and a document so executed by the Company which makes it clear on its face that it is intended to be a deed shall have effect upon delivery as a deed
- 136 The Company may have
- (A) an official seal kept by virtue of section 50 of the 2006 Act, and
- (B) an official seal for use abroad under the provisions of the Statutes, where and as the Board shall determine, and the Company may by writing under the Seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and may impose such restrictions on the use thereof as may be thought fit

Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any of such official seals as aforesaid

SECRETARY

- 137 Subject to the provisions of the Statutes, the Secretary shall be appointed by the Board for such term, at such remuneration and on such conditions as it may think fit, and any Secretary so appointed may be removed by the Board. The Board may from time to time appoint one or more deputy or assistant Secretaries
- 138 (A) Anything by the Statutes or these Articles required or authorised to be done by or to the Secretary, if the office is vacant or there is for any reason no Secretary capable of acting, may be done by or to any assistant or deputy Secretary, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Board
- (B) A provision of the Statutes or 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 the place of, the Secretary

RECORD DATES

- 139 Notwithstanding any other provision of these Articles the Board may fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made

DIVIDENDS AND RESERVES

- 140 The Company in general meeting may declare dividends but no dividends shall exceed the amount recommended by the Board
- 141 The Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights

as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend but no interim dividend shall be paid on shares carrying deferred or non-preferential rights if at the time of payment any preferential dividend is in arrear. Provided that the Board acts bona fide, the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights

- 142 The Board may also pay half-yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if the Board is of the opinion that the profits justify the payment
- 143 No dividend shall be paid otherwise than out of profits available for distribution in accordance with the Statutes
- 144 No dividend shall bear interest against the Company unless an entitlement thereto is granted by the rights attaching to the class of shares to which the dividend relates
- 145 (A) The Company shall have the power to cease sending dividend warrants by post if previous warrants sent to the same member have been returned undelivered or left uncashed, provided that such power may not be exercised until such warrants have been returned or so left uncashed on at least two consecutive occasions or, following one such occasion, reasonable enquiries have failed to establish any new address of the registered holder
- (B) All unclaimed dividends may be invested or otherwise made use of by the Company as the Board shall think fit, until the same be claimed and so that the Company shall not thereby be constituted as a trustee in respect thereof
- (C) Any dividend or other sum remaining unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company
- 146 The Board may, before recommending any dividend (whether preferential or otherwise), set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall (subject to the Statutes) at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit, and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to divide
- 147 Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share
- 148 All dividends shall be apportioned and (subject to any lien of the Company) paid to members on the register on the date the dividend is declared, made or paid notwithstanding any subsequent transfer or transmission of shares 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 such share shall rank for dividend accordingly

- 149 The Board may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company
- 150 Subject to the provisions of the Statutes, any general meeting declaring a dividend may upon the recommendation of the Board direct payment of such dividend wholly or partly by the distribution of specific assets and in particular of paid up shares or debentures of any other company or in any one or more of such ways, and the Board shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient, and in particular may issue in the case of certificated shares fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members on the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board
- 151 Any dividend, interest or other monies payable in cash on or in respect of shares may be paid by cheque or warrant sent through the post to the registered address of the holder or person entitled thereto, or by direct debit or bank transfer to such bank or building society account as the member or person entitled thereto in writing directs, or by such other means, including electronic media offered by the Company as the holder or person entitled thereto may in writing agree, and in the case of joint holders, to the registered address or bank or building society account of that one of the joint holders who is first named on the Register, or to such person and to such address or such bank or building society account or other electronic account as the holder or joint holders may in writing direct or agree in writing with the Company Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or such person as the member, person entitled or joint holders direct and the payment of the cheque or warrant by the bankers on whom it is drawn shall be a good discharge to the Company Any one of two or more joint holders may give effectual receipts for any dividends or other monies payable in respect of the shares held by them as joint holders Every cheque or warrant shall be sent at the risk of the person entitled to the money it represents and the Company shall not be responsible for any cheque or warrant lost in transmission
- 152 (A) Unless the rights attached to any shares, the terms of any shares or these Articles say otherwise, a dividend or any other money payable in respect of a share can be declared and paid in whatever currency or currencies the Directors decide using an exchange rate or exchange rates selected by the Directors for any currency conversions required The Directors can also decide how any cost relating to the choice of currency will be met
- (B) The Directors can offer shareholders the choice to receive dividends and other money payable in respect of their shares in alternative currencies on such terms and conditions as the Directors may prescribe from time to time

CAPITALISATION OF RESERVES

- 153 (A) The Company may, upon recommendation of the Board, resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account and not required for payment of dividend on any shares with a preferential right to dividend and, accordingly, that such sum be set free for distribution amongst the members on the record date specified in the relevant resolution who would have been entitled thereto if distributed by way of dividend and in the same proportion, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying

up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members on the record date specified in the relevant resolution in the proportion aforesaid, or partly in one way and partly in the other. The Board may give effect to such resolution provided that

- (1) a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid up shares, and
 - (2) that no unrealised profits shall be used in paying up any amounts unpaid on any issued shares
- (B) Subject to the provisions of this Article the Board may, with the prior sanction of an ordinary resolution of the Company offer the holders of ordinary shares the right to elect to receive, in respect of all or part of their holding of ordinary shares, additional ordinary shares in the capital of the Company, credited as fully paid, instead of cash in respect of such dividend or dividends (or parts thereof) as are specified by such resolution. The following provisions shall apply
- (1) the said resolution may specify a particular dividend, or may specify all or any dividends paid, proposed to be paid or declared within a specified period, but such period must expire not later than the end of the fifth anniversary of the date of the meeting at which such resolution is passed,
 - (2) save where the said resolution specifies or requires otherwise, the entitlement of each holder of ordinary shares to new ordinary shares shall be determined by the Board so that the Relevant Value thereof shall be as nearly as practicable equal to (but not in excess of) the cash amount (disregarding any tax credit) that such shareholder would have received by way of dividend. For this purpose "Relevant Value" shall be calculated in such manner as may be determined by or in accordance with an ordinary resolution of the Company. A certificate of or report by the Auditors as to the amount of any dividend shall be conclusive evidence of that amount,
 - (3) the basis of allotment shall be such that no member may receive a fraction of an ordinary share and an election to receive ordinary shares in lieu of a cash dividend which gives rise to a fractional entitlement will be deemed to be an election to receive only that whole number of additional ordinary shares which is as nearly as possible equal to but not greater than the cash amount of the dividend to which the member is otherwise entitled,
 - (4) the Board, after determining the basis of allotment, shall notify the holders of ordinary shares in writing of the right of election offered to them, and, subject as provided in paragraph (9) below, shall send with, or following, such notification forms of election and specify the procedure to be followed and the place at which, and the latest time by which, duly completed forms of election must be lodged in order to be effective,
 - (5) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect whereof the said election has been duly made ("**the elected ordinary shares**") and instead thereof additional ordinary shares shall be allotted to the holders of the elected ordinary shares on the basis of allotment determined as aforesaid. For such purpose the Board shall capitalise out of such of the sums standing to the credit of any of the Company's reserves (including any share

premium account, capital redemption reserve fund or any other undistributable reserve) or any of the profits which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and apply the same in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to and amongst the holders of the elected ordinary shares on such basis,

- (6) the additional ordinary shares so allotted shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue save only as regards participation in the relevant dividend (or share election in lieu),
- (7) the Board may on any occasion determine that rights of election hereunder shall be subject to such exclusions or other arrangements as the Board may deem necessary or expedient,
- (8) the Board may undertake and do such acts and things as it may consider necessary or expedient for the purpose of giving effect to the provisions of this Article including (without limiting the foregoing) making such provisions as they may think fit in relation to any fraction of an ordinary share which may or would arise pursuant to the application of paragraph (iii) of this Article (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned), and
- (9) the Board may introduce and operate such arrangements as it may consider necessary whereby any holder of ordinary shares may agree (unless and until such arrangements are by written notice terminated in respect of any holder by the Board or by any such holder himself) to elect to receive in respect of all (but not part) of his holding of ordinary shares additional ordinary shares of the Company in lieu of the whole (but not part) of all future dividends payable on his holding of ordinary shares in respect of which the Company (pursuant to any authority of the Board in general meeting as is specified in this Article) offers to holders of ordinary shares such right to elect ("**relevant dividends**") (subject always to the provisions of paragraph (3) hereof) and during the continuance of such arrangements in respect of any holder of ordinary shares (a) the Board shall not be obliged to send forms of election to any such holder in accordance with paragraph (4) hereof, and (b) the agreement by such holder to elect as aforesaid shall be effective for all purposes as an election in respect of all relevant dividends,
- (10) in relation to any particular proposed dividend the Board may in its absolute discretion withdraw or terminate the offer previously made to holders to elect to receive additional ordinary shares in lieu of the cash dividend (or that part of the dividend in respect of which a right of election has been offered) at any time prior to the allotment of the additional ordinary shares. The Board shall not proceed with any offer unless the Company has sufficient authority to issue the relevant ordinary shares and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment has been determined

154 Whenever such a capitalisation as aforesaid shall have been resolved upon the Board shall make all appropriations and applications of the reserves or undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid up shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to

make such provision by the issue of, in the case of certificated shares, fractional certificates or by payment in cash or otherwise as it thinks fit including the right of the Company to retain amounts the cost of apportionment of which would be disproportionate to the amounts involved in the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation and (as the case may require) for the payment up by the Company on their behalf 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 shall be effective and binding on all such members.

ACCOUNTS

- 155 The Board shall cause accounting records to be kept in accordance with the Statutes
- 156 The Board shall from time to time determine whether, in any particular case or class of cases, or generally and to what extent, and at what times and places and under what conditions or regulations the accounts and books of the Company, or any of them, shall be open to the inspection of members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by the Statutes or as authorised by the Board
- 157 The Board shall from time to time, in accordance with the Statutes, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Statutes
- 158 (A) Subject to paragraphs (B) and (C) of this Article and to Article 176, copies of all such documents as are referred to in Article 157 and any other documents required by law to be annexed thereto shall not less than 21 days before the date of the meeting before which they are to be laid be sent to all the members at their registered address, and if so required by the terms of any debentures of the Company to all holders of such debentures and to the Auditors as required by and subject to the provisions of the Statutes
- (B) Instead of the documents referred to in paragraph (A) of this Article, the Company may send a summary financial statement prepared in accordance with the Statutes and any relevant regulations to members where permitted by the Statutes and any such regulations, subject to such exclusions or other arrangements as the Board may deem necessary or expedient
- (C) References in this Article to sending to any person printed copies include references to using electronic communications for sending those copies to such address as may for the time being be notified to the Company by that person for that purpose. For the purposes of this Article, copies of those documents are also to be treated as sent to a person where
- (1) the Company and that person have agreed to that person having access to the documents on a web site (instead of their being sent to such person),
 - (2) the documents are documents to which that agreement applies, and
 - (3) that person is notified, in a manner for the time being agreed for the purpose between such person and the Company, of

- (a) the publication of the documents on a website,
- (b) the address of that website, and
- (c) the place on that website where the documents may be accessed, and how they may be accessed

In this Article, "**address**" includes any number or address used for the purpose of electronic communications

- (4) For the purposes of this Article, documents treated in accordance with Article 158(C) as sent to any person are to be treated as sent to such person not less than 21 days before the date of a meeting if, and only if
 - (a) the documents are published on the web site throughout a period beginning at least 21 days before the date of the meeting and ending with the conclusion of the meeting, and
 - (b) the notification given for the purposes of Article 158(C)(3) is given not less than 21 days before the date of the meeting
- (D) Nothing in Article 158(C) shall invalidate the proceedings of a meeting where
 - (1) any documents that are required to be published as mentioned in Article 158(C)(3)(a) are published for a part, but not all, of the period mentioned in that paragraph, and
 - (2) the failure to publish those documents throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid
- (E) This Article shall not require a copy of the documents referred to in paragraphs (A) or (B) of this Article to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures

AUDIT

- 159 The accounts of the Company shall be examined and audited by the Auditors in accordance with the Statutes

AUTHENTICATION OF DOCUMENTS

- 160 Any Director or 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 resolutions passed by the Company or the Board 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 officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid
- 161 A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Board or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of the proceedings at a duly constituted meeting

AUDITORS

- 162 Subject to the provisions of the Statutes, all acts done by any person or persons acting as Auditors shall, as regards all persons dealing in good faith with the Company, be valid notwithstanding that there was some defect in their appointment or that they have at the time of their appointment not qualified for appointment
- 163 The Auditors shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns them as Auditors

DESTRUCTION OF DOCUMENTS

- 164 The Company may destroy
- (A) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation,
 - (B) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the Company,
 - (C) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration, and
 - (D) any other document on the basis of which any entry in the Register is made, at any time after the expiry of six years from the date on which an entry in the Register was first made in respect of it,

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly sealed and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided always that

- (1) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim,
- (2) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled, and
- (3) references in this Article to the destruction of any document include references to its disposal in any manner

COMMUNICATIONS

- 165 Any documents or information to be sent or supplied by or to the Company may be sent or supplied in hard copy form, in electronic form or by means of a website to the extent permitted by the Statutes and these Articles

COMMUNICATIONS TO THE COMPANY

- 166 (A) A document or information is validly sent or supplied by a member to the Company in hard copy form if it is sent or supplied by hand or by post (in a prepaid envelope) to
- (1) an address specified by the Company for the purpose,
 - (2) the Office, or
 - (3) an address to which any provision of the Statutes authorises the document or information to be sent or supplied
- (B) A document or information may only be sent or supplied by a member to the Company in electronic form if the Company has agreed by notice to the members that the document or information may be sent or supplied in that form (and not revoked that agreement) or the Company is deemed to have so agreed by a provision of the Statutes
- (C) Subject to paragraph (B) above, where a document or information is sent or supplied by electronic means, it may only be sent or supplied to an address
- (1) specified for the purpose by the Company (generally or specifically), or
 - (2) deemed by a provision of the Statutes to have been so specified

COMMUNICATIONS BY THE COMPANY OR THE BOARD IN HARD COPY FORM

167 Subject to Article 176

- (A) A document or information sent or supplied by the Company or the Board in hard copy form must be
- (1) handed to the intended recipient, or
 - (2) sent or supplied by hand or by post (in a pre-paid envelope)
 - (a) to an address specified for the purpose by the intended recipient,
 - (b) to a company at its registered office,
 - (c) to a person in his capacity as a member, at his address as shown in the Register,
 - (d) to a person in his capacity as a Director, at his address as shown in the register of directors, or
 - (e) to an address to which any provision of the Statutes authorises the document or information to be sent or supplied
- (B) Where the Company is unable to obtain any address falling within paragraph (A) above, the document or information may be sent or supplied to the intended recipient's last address known to the Company

COMMUNICATIONS BY THE COMPANY IN ELECTRONIC FORM

- 168 (A) A document or information may only be sent or supplied by the Company or the Board in electronic form
- (1) to a person who has agreed (generally, or specifically) that the document or information may be sent or supplied in that form (and not revoked that agreement), or
 - (2) to a company that is deemed to have so agreed by a provision in the Statutes
- (B) Where the document or information is sent or supplied by electronic means, it may only be sent or supplied to an address
- (1) specified for the purpose by the intended recipient (generally or specifically), or
 - (2) where the intended recipient is a company, deemed by a provision of the Statutes to have been so specified

COMMUNICATIONS BY THE COMPANY BY MEANS OF A WEBSITE

- 169 (A) A document or information may only be sent or supplied by the Company to a person by being made available on a website if the person
- (1) has agreed (generally or specifically) that the document or information may be sent or supplied to him or her in that manner, or
 - (2) is taken to have so agreed in accordance with the Statutes,
- and has not revoked that agreement
- (B) A document or information authorised or required to be sent or supplied by means of a website must be made available in a form, and by a means, that the Company reasonably considers will enable the recipient to read it (and see any images contained in it) with the naked eye and to retain a copy of it
- (C) The Company must notify the intended recipient of
- (1) the presence of the document or information on the website,
 - (2) the address of the website,
 - (3) the place on the website where it may be accessed, and
 - (4) how to access the document or information
- (D) The document or information is taken to be sent
- (1) on the date on which the notification required by paragraph (C) above is sent, or
 - (2) if later, the date on which the document or information first appears on the website after that notification is sent
- (E) The Company must make the document or information available on the website throughout

- (1) the period specified by any applicable provision of the Statutes, or
- (2) if no such period is specified, the period of 28 days beginning with the date on which the notification required by paragraph (C) is sent to the person in question

A failure to make a document or information available on a website throughout the period mentioned in this paragraph (E) shall be disregarded if (1) it is made available on the website for part of that period and (2) the failure to make it available throughout that period is wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid

COMMUNICATIONS BY OTHER MEANS

- 170 (A) A document or information that is sent or supplied to the Company otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the Company
 - (B) A document or information that is sent or supplied by the Company or the Board otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the intended recipient
- 171 If any document or information has been sent or supplied by electronic means in accordance with Article 168 to any member at his or her address specified for the purpose or deemed to be so specified and the Company becomes aware of a failure in delivery (and subsequent attempts to send or supply such document or information by electronic means also result in a failure in delivery), the Company shall either
- (A) send or supply a hard copy of such document or information to such member, or
 - (B) notify such member of the information set out in Article 169(C),
- in each case in the manner described in Article 167

WHEN SERVICE IS EFFECTED ON A MEMBER

- 172 Where a document or information is, under Article 167, sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted Where a document or information is, under Article 168, sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed Where a document or information is, under Article 169, sent or supplied by means of a website, service or delivery shall be deemed to be effected when (a) the material is first made available on the website or (b) if later, when the recipient received (or, in accordance with this Article 172, is deemed to have received) notification of the fact that the material was available on the website

NOTICE BY ADVERTISEMENT

- 173 (A) If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by

notices sent through the post, a general meeting may be convened by notice advertised on the same date in at least one national newspaper and such notice shall be deemed to have been duly served on all members entitled thereto on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least six clear days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable

- (B) Notwithstanding anything in the Statutes or these Articles, if by reason of suspension or curtailment of postal services within the United Kingdom the Company is unable in the opinion of the Board to deliver the documents referred to in paragraphs (A) or (B) of Article 158 (as the case may be) to persons entitled thereto by the time therein prescribed, the Company may nevertheless proceed validly to convene and hold the general meeting before which such documents are to be laid by giving notice of such meeting in accordance with paragraph (A) of this Article, but so that the reference in the final sentence of that paragraph to "confirmatory copies of the notice" shall be read to include the relevant documents referred to in Article 158 and the reference therein to "six clear days" shall be read as "three clear days" and provided always that such documents shall be made available for inspection during normal business hours at the Office throughout the period from the date of publication of the notice convening such meeting until the date of the meeting and also at the meeting itself

DOCUMENTS AND INFORMATION TO JOINT HOLDERS

- 174 All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share

SERVICE OF DOCUMENTS AND INFORMATION ON PERSONS ENTITLED TO SHARES BY TRANSMISSION

- 175 A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share, and upon supplying also an address within the United Kingdom for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy would be entitled, and such service or delivery shall for all purposes be deemed to be sufficient service for delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the address of any member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company shall have notice of his death or bankruptcy, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or first-named joint holder

MEMBERS NOT ENTITLED TO NOTICES, DOCUMENTS AND INFORMATION

- 176 A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices, documents and information shall not be entitled to receive notices, documents and information from the Company

INDEMNITY AND INSURANCE

- 177 Subject to and to the fullest extent permitted by the Statutes, but without prejudice to any indemnity to which he may be otherwise entitled

- (A) every Director and alternate Director (and every director or alternate director of any associated company of the Company) shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) or any regulatory investigation or action which relate to anything done or omitted or alleged to have been done or omitted by him in his capacity as such save that no such person shall be entitled to be indemnified (whether directly or indirectly)
- (1) for any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company of the Company,
 - (2) for any fine imposed in criminal proceedings which have become final,
 - (3) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising,
 - (4) for any liability incurred by him in defending any criminal proceedings in which he is convicted and such conviction has become final,
 - (5) for any liability incurred by him in defending any civil proceedings brought by the Company or an associated company of the Company in which a final judgment has been given against him, and
 - (6) for any liability incurred by him in connection with any application under sections 144(3) or (4) or 727 of the Act or section 661(3) or (4) or 1157 of the 2006 Act in which the court refuses to grant him relief and such refusal has become final,
- (B) every Director and alternate Director (and every director or alternate director of any associated company of the Company) shall be entitled (i) to have funds provided to him by the Company to meet expenditure incurred or to be incurred by him in defending himself in any proceedings (whether civil or criminal) or in connection with an application for relief (as defined in section 205(5) of the 2006 Act) or in an investigation, or against action proposed to be taken, by a regulatory authority or (ii) to receive assistance from the Company as will enable any such person to avoid incurring such expenditure, where such proceedings, application, investigation or action are in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company of the Company, provided that he will be obliged to repay any funds provided to him no later than
- (1) in the event he is convicted in such proceedings, the date when the conviction becomes final, or
 - (2) in the event of judgment being given against him in such proceedings, the date when the judgment becomes final, or
 - (3) in the event of the court refusing to grant him such relief, the date when the refusal becomes final, or
 - (4) in the event he becomes liable for any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising, the date on which any appeal relating to

such sum becomes final (within the meaning of section 205(3) of the 2006 Act), and

- (C) every Director and alternate Director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any of the Company's activities as trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act) save that no Director or alternate Director shall be entitled to be indemnified
- (1) for any fine imposed in criminal proceedings which have become final,
 - (2) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising, and
 - (3) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final

- 178 Subject to the Statutes, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer or employee of the Company or any associated company 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 any such body corporate 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

CFC'S RIGHT TO BOARD APPOINTMENTS

- 179 (A) At any time whilst
- (1) there are more than eight (8) Directors, and
 - (2) OJSC Tsentralnaya Toplivnaya Kompaniya (a company incorporated under the laws of the Russian Federation Principal State Registration No 1027739524229 ("CFC") holds ten (10) per cent or more of the number of issued ordinary shares in the capital of the Company,
- CFC shall have the right to appoint two (2) persons as Directors and to remove any person so appointed and to appoint another person in his place
- (B) At any time whilst the number of Directors is eight (8) or fewer than eight (8) and CFC holds less than ten (10) per cent of the number of issued ordinary shares in the capital of the Company, CFC shall have the right to appoint one (1) person as Director and to remove any person so appointed and to appoint another person in his place
- (C) At any time whilst CFC holds less than five (5) per cent of the number of issued ordinary shares in the capital of the Company the number of persons whom CFC shall have the right to appoint as Director shall be zero
- (D) Any appointment or removal pursuant to Article 179(A) or Article 179(B) shall be effected by a notice from CFC delivered to the Company's registered office specifying the name of the person to be appointed or removed and in the case of a notice of appointment the address, qualifications and experience of the person to be

appointed in such form as the Board may reasonably require, and a form as required by the Statutes signed by the appointee signifying his consent to act as a Director. Save as otherwise agreed in writing by the Board the appointment shall take effect on the thirtieth (30) day after the service of the notice of appointment unless the Board notifies CFC within ten (10) business days after the service of the notice of appointment that it is the considered opinion of the Board acting reasonably that the appointee does not have the qualifications and experience required for a Director, in which event the appointment of that appointee shall not take effect and CFC shall be entitled to nominate another appointee to the Board in accordance with this Article 179(D) and the provisions of this Article 179(D) shall have effect with regard to that other appointee. Any notice of removal delivered in accordance with this Article 179(D) shall take effect on the date on which the notice of removal is served by CFC.

- (E) Any Director appointed by CFC under Article 179(A) or Article 179(B) who remains in office after CFC's right to appoint him has ceased by virtue of Article 179(A) or Article 179(B) may be removed from office by the Board. Any such removal shall be effected by a notice from the Board delivered to the Director concerned in the manner set out in Article 123.
- (F) Any person appointed by CFC under this Article shall be a Director of the Company for the purposes of these Articles except that any such person shall not be a Managing Director or Executive Director.

For the avoidance of doubt CFC shall, in accordance with Article 179(D) but subject to Articles 179(A) and Article 179(B), be entitled to replace any person whose office of a Director is vacated under Article 97.

- 180 (A) Subject to Article 180(B), if at any time when the Company is not subject to the City Code on Takeovers and Mergers ("**City Code**") or any successor or other regime (whether statutory or non-statutory) governing the conduct of takeovers and mergers in the United Kingdom (any of such being the "**Takeover Regime**")
 - (1) any person (whether alone or together with any persons considered by the Board to be acting in concert with him) acquires any interest in a share in the capital of the Company (a "**share**") and as a result he (whether or not with the other persons) would (in the opinion of the Board) have been obliged under the Takeover Regime to extend a mandatory offer (a "**Mandatory Offer**") to the holders of any other securities in the Company under Rule 9.1 of the City Code had the Takeover Regime applied to the Company (such person who would from time to time have been required to have made such an offer being the "**Mandatory Offeror**") and the Mandatory Offeror fails (such person being the "**Non-Compliant Offeror**") to make such an offer on terms no less favourable (in the opinion of the Board) to the other holders of securities in the Company than he would have been obliged to offer under the provisions of the Takeover Regime had it applied (a "**Compliant Offer**") within twenty one days following the date on which the obligation would have arisen,
 - (2) any person (whether alone or together with any persons considered by the Board to be acting in concert with him) (the "**Voluntary Offeror**") makes a voluntary offer for securities of the Company which, if accepted, would result in the Voluntary Offeror holding shares carrying over fifty per cent of the voting rights of the Company exercisable at a general meeting of the Company (a "**Voluntary Offer**"), and, except with the prior written consent of the Board, such Voluntary Offeror fails (such persons being the

"**Non-Compliant Offerors**") to make such Voluntary Offer in accordance with the provisions of the Takeover Regime (as if the Takeover Regime applied to the Company and such offer) including without limitation the following (a Voluntary Offer made in compliance with such provisions being a "**Compliant Offer**")

- (a) any acceptance conditions that would be required to be included in the Voluntary Offer had the Takeover Regime applied to the Company,
- (b) any special deals with favourable conditions which are not extended to all holders of shares ("**Shareholders**") or other relevant holders of securities that would be restricted or prohibited had the Takeover Regime applied to the Company may not be made except in the circumstances set out in and subject to the requirements of the Takeover Regime,
- (c) any information that would be required to be included in an offer document in connection with the Voluntary Offer had the Takeover Regime applied to the Company must be included in the offer document to be circulated to Shareholders and other relevant holders of securities (the "**Offer Document**"),
- (d) the Offer Document must be posted by such date as the document would be required to be posted had the Takeover Regime applied to the Company,
- (e) the Voluntary Offer (whether revised or not) may not become or be declared unconditional as to acceptances after such latest time and date that such offer could become or be declared unconditional as to acceptances had the Takeover Regime applied to the Company, and
- (f) save as specified in Article 180(A)(1), the Voluntary Offer must be made within, and otherwise comply with, any time periods or time restrictions that would be required to be met had the Takeover Regime applied to the Company (including, without limitation, the time for (i) fulfilment of all other conditions, (ii) settlement of consideration, (iii) extensions of the Voluntary Offer following any revisions to the Voluntary Offer, and (iv) reintroductions of alternative offers), and
- (g) the provisions of the Takeover Regime relating to the making of comparable offers for any class of equity share capital of the Company other than the ordinary shares in the capital of the Company and to the making of appropriate offers or proposals for convertible securities of the Company must be complied with had the Takeover Regime applied to the Company,

the Board shall be entitled to suspend with immediate effect, with notification thereof being given to the Non-Compliant Offerors or (if different) to the registered holders of the shares in which they have an interest, all voting rights attributable to the shares in which the Board considers the Non-Compliant Offerors from time to time to have an interest ("**Right of Suspension**") Any such suspension may, at the discretion of the Board extend for any period unless and until a Compliant Offer is made (save that in

respect to Mandatory Offerors under paragraph (1) above, such suspension shall in any event not survive beyond such time as the obligation to make a Mandatory Offer would have ceased to exist under the Takeover Regime)

(B) The follow provisions also apply to Article 180(A)

- (1) to the extent any provisions of the Takeover Regime incorporated or replicated under this Article 180 include any right (including without limitation any right of consent, approval, consultation, discretion, waiver or other action) that the Panel (as defined in the Takeover Code) or any other independent person would be entitled to exercise if the Takeover Regime were to apply to the Company (a "**Right**"), Article 180(A) and (B) shall be deemed to include a statement expressly incorporating such Right and providing that such Right shall be assumed by and exercised at the discretion of the Board,
- (2) in applying the foregoing provisions of this Article 180, the Board shall be entitled, in its entire discretion, to
 - (a) determine any questions of interpretation or refer any questions of interpretation to an expert appointed by the Board (an "**Expert**"),
 - (b) seek such other advice from an Expert as it shall see fit,
 - (c) waive (such waiver to be in writing), whether in whole or in part and subject to such conditions (if any) as it shall see fit, any of the requirements for or procedures applicable to a Compliant Offer under this Article 180, and
 - (d) take into account any notes included in, or prepared in connection with the Takeover Regime and any views (including, without limitation any rulings, public or private statements, views or guidance) of the supervisory body under the Takeover Regime,
- (3) any fees and expenses incurred in connection with
 - (a) any advice relating to the provisions of this Article 180(B) provided to the Company or the Board or any member of the Board seeking independent advice, or
 - (b) the provision of the services of an Expert,shall be payable by the Company,
- (4) to the maximum extent permissible by applicable law, neither the Board nor the Expert shall have any liability to any shareholder, any person who has any interest in shares or other securities of the Company, or any other person for the manner in which they exercise or refrain from exercising any Right or any suspension powers under this Article 180 or for any interpretation or determination which the Board or any Expert makes, or any advice which the Expert gives, as to the application of the provisions of this Article 180 to any particular circumstances