



THE COMPANIES ACT 1985
A PUBLIC COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
ACARIS HEALTHCARE SOLUTIONS LIMITED ¹

1. The Company's name is "Acaris Healthcare Solutions Public Limited Company"
- 2 The Company is to be a private company ²
3. The Company's registered office is to be situated in England and Wales
- 4 The Company's objects are
- 4 1 to carry on the business of a holding company in all its branches and to co-ordinate the policy and administration of any subsidiary of the Company, to carry out all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises, to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, capitalists and financiers either on the Company's own account or otherwise, printers and publishers, and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable,

¹ The Company was incorporated as a public limited company on 19 October 2000. By Special Resolutions passed at a General Meeting of the Company on 18 August 2008 the Company was re-registered as a private limited company and its name changed to "Acaris Healthcare Solutions Limited"

² See footnote 1 above. By Special Resolution passed at a General Meeting of the Company on 18 August 2008 the word "public" was deleted from clause 2 and replaced with the word "private"

- 4 2 to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or as being ancillary to any of the businesses or activities of the Company,
- 4 3 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property,
- 4 4 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire,
- 4 5 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received,
- 4 6 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company,
- 4 7 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined by the board of directors and to hold or otherwise deal with any investments made,
- 4 8 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other

company associated in any way with, the Company) and to receive money on deposit or loan upon any terms,

- 4 9 to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to)
- 4 9 1 any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business, and
- 4 9 2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law, and
- 4 9 3 the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities,
- 4 10 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it,
- 4 11 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments,
- 4 12 to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem to the board of directors to be calculated

- 4 19 to remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise,
- 4 20 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company,
- 4 21 to provide, and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory) with a view to providing
- 4 21 1 pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes, and
- 4 21 2 employees' share schemes (within the meaning of section 743 of the Companies Act 1985) including, but not limited to, profit sharing, share option and share purchase schemes,
- to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or of any predecessor in business of any such company or the dependants or relatives of any such persons, and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements,
- 4 22 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex- employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid,

directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem to such board to be calculated directly or indirectly to prejudice the Company's interests,

- 4 13 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors to be conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions,
- 4 14 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world,
- 4 15 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the board of directors to be desirable with respect to any business or operations of or generally with respect to any such company or companies,
- 4 16 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear to the board of directors to be likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid,
- 4 17 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of directors may think fit, and in particular (but without limitation) for shares, debentures, or securities of any company purchasing the same,
- 4 18 to act as agent or broker and as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts,

- 4 23 to purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other 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 (including an alternate director), officer or auditor and, subject also to the provisions of the Act, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability,
- 4 24 to distribute among the members of the Company in kind any property of the Company of whatever nature,
- 4 25 to procure the Company to be registered or recognised in any part of the world,
- 4 26 to do all or any of the things or matters aforesaid in any part of the world and either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others,
- 4 27 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them,

AND so that

- (a) none of the objects set out in any of the preceding sub-clauses of this **clause 4** shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this **clause 4**, or by reference to or inference from the name of the Company,
- (b) none of the preceding sub-clauses of this **clause 4** and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this **clause 4** as though each such sub-clause contained the objects of a separate company,

- (c) the word “company” in this **clause 4**, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere,
 - (d) in this **clause 4** the expressions “holding company” and “subsidiary” shall have the meanings given to them respectively by section 736 of the Act and the expression “subsidiaries” shall include a subsidiary undertaking as defined by section 258 of the Act, and
 - (e) in this **clause 4** the expression “the Act” means the Companies Act 1985, but so that any reference in this **clause 4** to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision at the time this **clause 4** takes effect
- 5 The liability of the members is limited
- 6 The Company’s share capital is £1,000,000 divided into 50,000,000 shares of 2 pence each

We, the several persons whose names, addresses, and descriptions are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

Names	Address and descriptions of Subscribers	Number of shares taken by each Subscriber
Anthony Guy Evans	3 Sturton Street Cambridge CB1 2QG Occupation Solicitor	1
Philip Richard Speer	4 Vicarage Fields Hemingford Grey Huntingdon Cambridgeshire PE28 9BY Occupation Solicitor	1

Dated

WITNESS TO THE ABOVE SIGNATURES:

Witness signature

Name

Address

Occupation

THE COMPANIES ACT 1985
A PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ACARIS HEALTHCARE SOLUTIONS LIMITED

**(as amended by the passing of a Special Resolution at an
Extraordinary General Meeting of the
Company held on 8 August 2002)**

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Our Ref DJP

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COMPANIES HOUSE

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THE COMPANIES ACT 1985
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PRELIMINARY

1 DISAPPLICATION OF TABLE A

The regulations contained in Table A to any Companies Act or Companies (Consolidation) Act prior to the Companies Act 1985 and the regulations contained in Table A of The Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company

2 INTERPRETATION

In these Articles, unless the subject or context otherwise requires

2 1 the following words have the following meaning

"the Act" The Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force

"Equity Shares" Means such shares in the capital of the Company as fall within the definition of "equity share capital" set out in Section 744 of the 1985 Act as amended*

¹ The Company was incorporated on 10 October 2000 as a public limited company. By Special Resolution passed at a General Meeting of the Company on 18 August 2008, the Company was re-registered as a private limited company and its name changed to Acaris Healthcare Solutions Limited

*As amended by a Special Resolution passed at an Extraordinary General Meeting of the Company held on 8 August 2002

“in writing”	written, printed, type-written or lithographed, or visibly expressed in all or any of these or any other methods of representing or reproducing words in a visible form
“Listed”	admitted to the Official List by the UK Listing Authority and admitted to trading by the London Stock Exchange
“Member”	a member of the Company
“Month”	calendar month
“Offer”	means the offer for subscription of up to 454,546 Ordinary Shares of 2p each at 55p per Share (with one Warrant attached for every two Ordinary Shares) made pursuant to a circular to shareholders of the Company dated 28 June 2002*
“Offer Shareholders”	means the shareholders of the Company who subscribe for and are allotted Ordinary Shares pursuant to the Offer*
“the Auditors”	the auditors for the time being of the Company
“the Company”	this Company
“the Directors”	the directors for the time being of the Company or any of them duly acting as the Board of directors of the Company
“the London Stock Exchange”	London Stock Exchange PLC
“the Office”	the registered office for the time being of the Company
“the Register”	the register of members of the Company

*As amended by Special Resolution passed at an Extraordinary General Meeting of the Company held on 8th August 2002

“the Seal”	the common seal (if any) of the Company
“the Statutes”	the Act and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
“the Transfer Office”	the place where the Register is situated for the time being
“the UK Listing Authority”	the Financial Services Authority
“the United Kingdom”	Great Britain and Northern Ireland
“these Articles”	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
“Warrants”	means the warrant to subscribe for an Ordinary Share of 2p each initially at 55p per share to be attached to every two Ordinary Shares issued pursuant to the Offer, on the terms and subject to the conditions of the Warrant Instrument set out in the circular to shareholders of the Company dated 28 June 2002*
“Year”	calendar year,
2.2	the expression “clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
2.3	the expressions “debenture” and “debenture- holder” respectively include “debenture stock” and “debenture stockholder”,

*As amended by Special Resolution passed at an Extraordinary General Meeting of the Company held on 8th August 2002

- 2.4 the expression "duly certified copy" when used in relation to a power of attorney shall mean a copy of such power which complies with the provisions of section 3 of the Powers of Attorney Act 1971 or such other certification method or procedure as the Directors shall accept;
- 2.5 the expression "dividend" includes bonus;
- 2.6 the expression "executed" includes any mode of execution recognised by law in respect of the document in question;
- 2.7 the expression "paid up" includes credited as paid up;
- 2.8 the expressions "recognised clearing house" and "recognised investment exchange" shall have the meanings given to them by the Financial Services Act 1986,
- 2.9 the expression "secretary" includes (subject to the Statutes) any assistant or deputy secretary of the Company appointed pursuant to **Article 134** and any person duly appointed by the Directors to perform any of the duties of the secretary of the Company and, where two or more persons are duly appointed to act as joint secretaries, or as joint assistant or deputy secretaries, of the Company, includes any one of those persons;
- 2.10 the expression "transfer" includes any procedure authorised by the Statutes and approved or adopted by the Directors for transferring title to securities without a written instrument,
- 2.11 all of the provisions of these Articles which are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" shall be construed accordingly,
- 2.12 words importing the singular number only shall include the plural number, and vice versa,
- 2.13 words importing the masculine gender only shall include the feminine gender,
- 2.14 words importing persons shall include corporations; and
- 2.15 references to particular provisions of any of the Statutes or any other Act shall be construed as references to those provisions and every statutory modification or re-enactment thereof for the time being in force.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles

The marginal notes (if any) and headings are inserted for convenience only and shall not form part of, or affect the construction of, these Articles.

BUSINESS

3 DIRECTORS' AUTHORITY

Any branch or kind of business which by the Memorandum of Association of the Company, or these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit and, further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

OFFICE

4. LOCATION OF REGISTERED OFFICE

The Office shall be at such place in England or Wales as the Directors shall from time to time appoint.

SHARE CAPITAL

5. AMOUNT AND COMPOSITION OF SHARE CAPITAL

The capital of the Company at the time of the adoption of these Articles is £1,000,000 divided into 50,000,000 ordinary shares of 2 pence each.

6. FURTHER ISSUES OF SHARES

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any shares in the capital of the Company for the time being may, subject to the provisions of the Statutes, be allotted with such special rights, privileges or restrictions as the Company may by ordinary resolution (before the allotment of such shares) from time to time determine and in particular any such shares may be allotted with a preferential, deferred or qualified right to dividends or to the distribution of assets and with a special or qualified or without any right of voting and (subject to the provisions of the Statutes) on the terms that they are, or at the option of the Company are to be liable, to be redeemed

- 6A. In the event that the Company proposes to issue any Equity Shares in the capital of the Company (other than (i) an issue of Ordinary Shares pursuant to the exercise of options granted under any share option scheme adopted by the Company from time to time or other options granted by the Company from time to time and (ii) the exercise of the Subscription Rights attaching to the Warrants) at a price per share ("the Third Party Price") of less than 55p per Equity Share paid or credited as paid up for the Equity Shares or if the provisions of this Articles 6A have already applied on a previous occasion or occasions the average amount per Equity Share paid or credited as paid up on the Ordinary Shares previously issued pursuant to this Articles 6A ("Previous Bonus Shares") then the Company shall issue to each of the Offer Shareholders and their respective successors or assignees by way of capitalisation of any sum standing to the credit of the Company's reserve accounts (including any share premium account, capital redemption reserve or other undistributable reserve) of the Company as shall not require any subscription monies to be paid by the Offer Shareholders or their respective successors or assignees such number of additional Ordinary Shares in the capital of the Company ("Bonus Shares") as would result in the amount paid or credited as paid up on the total number of Previous Bonus Shares and the Bonus Shares being equal to the Third Party Price

For the avoidance of doubt, no Bonus Shares shall be allotted to the holders of or in respect of any Ordinary Shares allotted following the exercise of Subscription Rights attaching to the Warrants

An example of the operation of this Article is annexed as Appendix 1 *

VARIATION OF RIGHTS AND CLASS MEETINGS

7. CONSENT REQUIREMENTS AND CLASS MEETINGS GENERALLY

Subject to the provisions of the Statutes, whenever the share capital is divided into different classes of shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be modified, varied, extended, abrogated or surrendered either in such manner (if any) as may be provided by such rights or (in the absence of any such provision) with the written consent of the holders of at least

*Article 6A – As amended by Special Resolution passed at an Extraordinary General Meeting of the Company held on 8th August 2002

three-fourths in nominal value of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares To every separate general meeting of the holders of the issued shares of a particular class (whether held for the purpose of passing a resolution relating to class rights or for any other purpose) the provisions of these Articles relating to general meetings shall (*mutatis mutandis*) apply, except that:

- 7 1 no member shall be entitled to receive notice of such meeting or to attend it unless he is a holder of shares of the class in question and no vote shall be given except in respect of a share of that class;
- 7 2 the necessary quorum shall be two persons at least present in person and holding or representing by proxy at least one-third in nominal amount of the issued shares of the class in question,
- 7 3 if any such separate general meeting shall be adjourned by reason of there being no quorum present and at the adjourned meeting a quorum as defined above shall not be present within fifteen minutes after the time appointed for such adjourned meeting, one holder of shares of the class in question present in person or by proxy shall be a quorum;
- 7 4 any holder of shares of the class in question who is present in person or by proxy and entitled to vote may demand a poll, and
- 7 5 on a poll every holder of shares of the class in question who is present in person or by proxy shall have one vote for every share of that class held by him

8 **SHARES WITH PREFERENTIAL RIGHTS**

If any class of shares shall have any preferential right to dividend or return of capital, the creation or allotment of other shares having rights to either dividend or return of capital which rank either *pari passu* with or after that class shall be deemed not to be a variation of the rights of the holders of that class of shares unless otherwise expressly provided by these Articles or by the rights attached to the shares of that class Any lawful purchase by the Company of its own shares of any class shall be deemed not to be a variation of the rights of the holders of that or any other class of shares in the capital of the Company unless otherwise expressly provided by these Articles or by the rights attached to the shares of that or such other class of shares

INCREASE OF CAPITAL

9 AUTHORITY TO INCREASE CAPITAL

The Company may from time to time by ordinary resolution, whether all the shares for the time being authorised shall have been issued, or all the shares for the time being issued shall have been fully paid up, or not, increase its capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall provide.

10. STATUS OF NEW SHARES

Subject to any directions that may be given in accordance with the powers contained in the Memorandum of Association of the Company or these Articles or the Statutes, any capital raised by the creation of new shares shall be considered as part of the original capital, and as consisting of ordinary shares, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the original capital

OTHER ALTERATIONS OF CAPITAL

11 CONSOLIDATION, CANCELLATION AND SUB-DIVISION

Subject to the provisions of **Article 13** and the Statutes, the Company may from time to time by ordinary resolution

- 11.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares, or
- 11.2 cancel any shares which at the date of the passing of the relevant resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the nominal amount of the shares so cancelled, or
- 11.3 by sub-division of its existing shares, or any of them, divide its capital, or any part thereof, into shares of smaller amount than is fixed by its Memorandum of Association or was fixed by the resolution creating such shares provided that in any such sub-division the proportion between the amount paid and the amount, if any, unpaid on each such share of smaller amount shall be the same as it was in the case of the share from which the share of smaller amount was derived. The resolution by which any sub-division is effected may determine that as between the holders of the resulting shares (but subject and without prejudice to any rights for the time being attached to the shares of any special class) one or more of such shares be given such

preference, advantage, restriction or disadvantage as regards dividend, capital, voting or otherwise over the others or any other of such shares as the resolution shall prescribe

Subject to any direction by the Company by ordinary resolution, whenever as the result of any consolidation or sub-division and consolidation of shares members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine, and in particular may sell the shares to which members are so entitled in fractions for the best price reasonably obtainable and pay and distribute to and amongst the members entitled to such shares in due proportions the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may nominate some person to execute or otherwise effect a transfer of the shares sold on behalf of the members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he 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.

12. REDUCTION OF CAPITAL AND PURCHASE OF OWN SHARES

Subject to the provisions of **Article 13**, the Company may from time to time

- 12 1 by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner authorised, and with and subject to any incident prescribed or allowed, by the Statutes, and
- 12 2 purchase its own shares (including any redeemable shares)

13. CONDITIONS RE: REDUCTION OF CAPITAL AND PURCHASE OF OWN SHARES

- 13 1 Anything done in pursuance of either **Articles 11** or **12** shall be done in the manner provided, and subject to any conditions imposed, by the Statutes and the following provisions of this **Article 13**, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient
- 13 2 The Company shall not enter into any contract for the purchase of shares in its own equity share capital unless such purchase has previously been sanctioned by an

extraordinary resolution passed at a separate meeting of the holders of any class of securities issued by the Company which are listed and convertible into shares in the capital of the Company which are of the same class as those proposed to be purchased. The provisions of **Article 7** shall apply for the purpose of any such separate meeting.

- 13.3 Neither the Company nor the Board shall be required to select the shares to be purchased rotably, or in any particular manner, as between the holders of shares of the same class, or as between them and the holders of shares of any other class, or in accordance with the rights as to dividends or capital conferred by any class of shares.

SHARES

14. PROHIBITION OF FINANCIAL ASSISTANCE FOR PURCHASE OF OWN SHARES

Except as permitted by, and subject to the provisions of, the Statutes, the Company shall not give financial assistance directly or indirectly for the purpose of the acquisition by any person of shares in the capital of the Company (or of its holding company, if any) either before or at the same time as the acquisition takes place or (where such an acquisition has taken place) for the purpose of reducing or discharging any liability incurred by any person for the purpose of any such acquisition (whether by such person or by any other person).

15. COMMISSIONS

In addition to all other powers of paying commissions, the Company may at any time and from time to time exercise the power conferred by section 97 of the Act (but subject to the limit and requirements stipulated by that section) to pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the capital of the Company. Subject to the provisions of the Statutes and to the provisions of any relevant listing rules made by the UK Listing Authority or any recognised investment exchange any such commission may be paid in cash or satisfied by the allotment of fully or partly paid shares in the capital of the Company or by the issue of warrants or options which, if exercised, will result in the Company being required to make such an allotment, or partly in one way and partly in the other, as may be arranged. The Company may also on any issue of shares pay such brokerage as may be lawful.

16. UNISSUED SHARES

All unissued shares shall (if and to the extent authorised or permitted by the Statutes, these Articles and any resolution of the Company pursuant thereto and subject to any directions by the Company by ordinary resolution) be at the disposal of the Directors who may (subject to the provisions of the Statutes, these Articles and any such resolution or directions as aforesaid) allot, grant options over, offer or otherwise deal with or dispose of such shares to such persons, at such times and generally on such terms and conditions as they may determine

17. POWER TO ALLOT SHARES

The Company may at any time and from time to time pass an ordinary resolution referring to this Article and authorising the Directors to allot relevant securities and, upon the passing of such an ordinary resolution, the Directors shall thereupon and without further formality be generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities as defined by section 80(2) of the Act provided that

17.1 the maximum amount of such securities that may be allotted under such authority (within the meaning of such section 80) shall be the sum specified in such ordinary resolution or, if no sum is specified in any such ordinary resolution, an amount equal to the aggregate nominal amount of the Company's unissued ordinary share capital at the time such resolution is passed; and

17.2 any such authority shall, unless it is (prior to its expiry) duly revoked or varied or is renewed, expire on the date immediately prior to the fifth anniversary of the date on which such ordinary resolution is passed (or on such earlier date as may be specified in such ordinary resolution) save that the Company shall be entitled, before such expiry, to make an offer or agreement which would or might require relevant securities to be allotted after such expiry

The Company shall comply with the requirements of section 380 of the Act (dealing with the registration of copies of certain resolutions and agreements) with regard to any such ordinary resolution

18. EXCLUSION OF PRE-EMPTION RIGHTS

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 for cash and upon such special resolution being passed the Directors shall, subject to

them being generally authorised to allot relevant securities for the purposes of section 80 of the Act at the time such special resolution is passed, thereupon and without further formality be empowered to allot equity securities (as defined in section 94 of the Act) for cash pursuant to any such authority as if section 89(1) of the Act did not apply to any such allotment provided that such power shall be limited to.

- 18 1 allotments for the purpose of or in connection with, an offer (by any person) of equity securities to the holders of the issued ordinary shares in the capital of the Company where the securities respectively attributable to the interests of such holders are proportionate (as nearly as may be and subject to such exclusions or other arrangements as the Directors may consider appropriate, necessary or expedient to deal with any fractional entitlements or with any legal or practical difficulties arising under the laws of any territory or the requirements of any regulatory body or stock exchange or otherwise) to the respective numbers of ordinary shares held by such shareholders, and
- 18 2 the allotment (otherwise than pursuant to **Article 18.1**) of relevant shares (as defined in section 94 of the Act), or other equity securities giving the right to subscribe for or convert into relevant shares, all such relevant shares having an aggregate nominal value not exceeding the sum specified in such special resolution (and so that, if no sum is specified in any such special resolution, the resolution shall be of no effect for the purposes of this **Article 18.2**),
- 18 3 and shall expire at the conclusion of the next annual general meeting of the Company to be held after the passing of such special resolution or at such other date as may be specified in 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

19. **RENUNCIATION OF ALLOTMENTS**

The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose but so that the Directors may refuse to register any renunciation in favour of more than four persons jointly.

20 **NON-RECOGNITION OF TRUSTS**

Except as required by these Articles or by law or by order of a court of competent jurisdiction and notwithstanding any information received by the Company pursuant to any provision of these Articles or any statutory provision relating to the disclosure of interests in voting shares or otherwise, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other right in respect of any share except an absolute right to the entirety thereof in the registered holder

SHARE CERTIFICATES

21 **ISSUE AND EXECUTION OF SHARE CERTIFICATES**

Every share certificate shall be issued under the Seal or an official seal kept by the Company under section 40 of the Act or otherwise executed by the Company in accordance with the Statutes and shall specify the number and class and the distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon. Any such certificate which is executed otherwise than under seal may, if the Directors so determine, bear signatures affixed by some mechanical or other method or system of applying facsimile signatures. No certificate shall be issued representing shares of more than one class. Where the Company sends share certificates to shareholders or their agents by post, such share certificates shall be sent at the shareholders' risk.

22 **JOINT HOLDINGS**

In the case of a share held jointly by several persons the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of joint holders shall be sufficient delivery to all.

23. **ENTITLEMENT TO AND CANCELLATION OF CERTIFICATES**

Subject to the provisions of **Articles 21 and 22** and the Statutes and to any system for transferring title to securities without a written instrument which is authorised by the Statutes and adopted by the Directors.

- 23.1 any person whose name is entered in the Register (except a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange in respect of whom the Company is not by law required to register and

have ready for delivery a certificate or any other person who by law is not entitled to a certificate) in respect of any shares of any one class upon the allotment or transfer thereof shall be entitled without payment to a certificate therefor within the period specified by the Act,

- 23.2 where part only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge;
- 23.3 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 without charge;
- 23.4 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 Directors may, if they think fit and upon payment of such reasonable out-of-pocket expenses as they shall determine, comply with such request;
- 23 5 if a share certificate shall be worn out, damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares shall be issued to the holder upon request subject only to (a) delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity as the Directors may think fit and (b) if the Directors shall think fit, reimbursement of any exceptional out of pocket expenses incurred by the Company in connection with the request, and
- 23 6 in the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

CALLS ON SHARES

24 POWER TO MAKE CALLS

The Directors may, subject to the provisions of these Articles and to any relevant terms of allotment, from time to time make such calls upon the members in respect of all moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as they think fit, provided that seven days' notice at least is given of each call, and each member shall be liable to pay the amount of each call so made upon him to the person and at the time and place specified by the Directors in the said notice. A call may be made payable by instalments. A call shall

be deemed to have been made as soon as the resolution of the Directors authorising such call shall have been passed. A call may, at any time before receipt by the Company of the money due in respect thereof, be revoked or postponed in whole or in part as the Directors may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

25 LIABILITY OF JOINT HOLDERS

Joint holders of a share shall be jointly and severally liable to pay all instalments and calls in respect thereof and any one of such persons may give effectual receipts for any return of capital payable in respect of such share.

26. POWER OF CHARGEES TO MAKE CALLS

If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may delegate to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of such uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys (including any moneys due under **Article 27**) becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated may (if expressed so to be) be assignable.

27 INTEREST ON UNPAID CALLS

If a call or instalment payable in respect of a share is not paid on or before the day appointed for payment thereof, the person from whom the amount of the call or instalment is due shall pay interest on such amount (at such rate as may be fixed by the terms of issue of the share or, if no rate is so fixed, at such rate as the Directors may determine but not exceeding the appropriate rate (as defined by section 107 of the Act) for the time being in force) from the day appointed for payment thereof to the time of actual payment, and shall also pay all costs, charges and expenses which the Company may have incurred or become liable for in order to procure payment of or in consequence of the non-payment of such call or instalment but the Directors shall have power to remit such interest, costs, charges and expenses or any part thereof.

28. WHEN CALL DULY MADE AND PAYABLE

Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date and any instalment of a call shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment thereof, and in case of non-payment the provisions of these Articles as to payment of interest and expenses and forfeiture, and all the other relevant provisions of the Statutes and these Articles shall apply as if such sum or instalment were a call duly made and notified as hereby provided

29. DIFFERENTIATION OF CALLS

The Directors may from time to time on the issue of shares make arrangements so as to differentiate between the holders with regard to the number of calls to be paid on those shares and the times of payment

30. PAYMENTS IN ADVANCE OF CALLS

The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys payable upon his shares (whether on account of the nominal value of the shares or by way of premium) beyond the sum or sums actually called up thereon, and upon all or any of the moneys so advanced the Directors may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of the Company by ordinary resolution, the appropriate rate (as defined by section 107 of the Act) for the time being in force) as may be agreed upon between them 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. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

LIEN ON SHARES

31. COMPANY'S LIEN ON PARTLY PAID SHARES

The Company shall have a first and paramount lien and charge on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share. The Company's lien (if any) on a share shall extend to all dividends or other moneys payable thereon. The registration of a transfer of shares shall, unless otherwise agreed between the Directors on behalf

of the Company and the person to whom the shares have been so transferred, operate as a waiver of the Company's lien (if any) on such shares. The Directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article.

32 POWER OF DIRECTORS TO SELL SHARES OVER WHICH COMPANY HAS A LIEN

For the purpose of enforcing such a lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until a notice in writing stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served in such manner as the Directors shall think fit on such member or the persons (if any) entitled by transmission to the shares, and default in payment shall have been made by him or them for seven days after such notice

33 APPLICATION OF SALE PROCEEDS

The net proceeds of any such sale after payment of the costs thereof shall be applied in or towards satisfaction of the amount due, and the residue (if any) shall (upon surrender to the Company for cancellation of any certificate(s) in respect of the shares sold) be paid to the member or the persons (if any) entitled by transmission to the shares, provided always that the Company shall be entitled to such a lien upon that residue in respect of any moneys due to the Company but not presently payable as it had upon the shares immediately before the sale thereof

34 REGISTRATION OF PURCHASER AS THE HOLDER OF THE SHARES

Upon any such sale as aforesaid, the Directors may authorise some person to execute or otherwise effect a transfer of the shares sold to the purchaser in the name and on behalf of the registered holder thereof or the persons (if any) entitled by transmission to the shares and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

FORFEITURE OF SHARES

35. NOTICE REQUIRING PAYMENT OF UNPAID CALLS

If any member fails to pay the whole or any part of any call or instalment on or before the day appointed for the payment thereof, the Directors may at any time thereafter during such time as the call or instalment, or any part thereof, remains unpaid, serve a notice on him requiring him to pay the same, together with any accrued interest and any costs, charges and expenses incurred by the Company by reason of such non-payment.

36. CONTENTS OF NOTICE OF FORFEITURE

The notice shall name a further day (being not less than fourteen days after the date of service of such notice) on or before which such call, or such part thereof as aforesaid, and all such interest, costs, charges and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall 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 is payable will be liable to be forfeited.

37. FORFEITURE ON NON-COMPLIANCE WITH NOTICE

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 payment of all calls or instalments, interest, costs, charges and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

38. FORFEITURE TO INCLUDE DIVIDENDS

A forfeiture of shares under **Article 37** shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

39. NOTICE OF FORFEITURE

When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the person who before such forfeiture was the holder of the share, or the person entitled to the share by transmission, 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 opposite to the entry of the

share, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid

40. POWER TO DEAL WITH FORFEITED SHARES

Subject to the provisions of the Statutes every share which shall be forfeited shall thereupon become the property of the Company, no voting rights shall be exercised in respect thereof and the Directors may within three years after such forfeiture sell, re-allot or otherwise dispose of it, either to the person who was before forfeiture the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Directors shall think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Directors may authorise some person to transfer a forfeited share to any other person. Any share not disposed of in accordance with the foregoing provisions of this Article within a period of three years from the date of its forfeiture shall at the expiry of such period be cancelled in accordance with the Act

41. CANCELLATION OF FORFEITURE

Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before a forfeited share has been sold, re-allotted or otherwise disposed of or cancelled, permit the forfeiture to be annulled upon the payment of all calls and interest due upon and costs, charges and expenses incurred in respect of the share, and upon any further or other terms they may think fit

42. LIABILITY TO PAY ALL CALLS MADE PRIOR TO FORFEITURE

A member whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company forthwith all calls and instalments, interest and expenses owing on or in respect of such shares at the time of forfeiture, with interest thereon from the time of forfeiture to the date of payment at such rate and in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture

43. EFFECT OF FORFEITURE ON CLAIMS AGAINST THE COMPANY IN RESPECT OF THOSE SHARES

The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share

and all other rights and liabilities incidental to the share as between the member whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members

44. STATUTORY DECLARATION CONCLUSIVE OF FORFEITURE

A statutory declaration in writing that the declarant is a director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated and such declaration, together (subject to the provisions of the Statutes and any procedures lawfully implemented by the Company pursuant thereto) with a duly sealed certificate of proprietorship of the share delivered to a purchaser or allottee thereof, shall (subject to the execution or other implementation of any necessary transfer) constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share

45. SURRENDER IN LIEU OF FORFEITURE

The Directors may accept the surrender of any share which they are in a position to forfeit. The same consequences shall flow from the surrender of such a share as if such share had been effectively forfeited by the Directors; in particular, any share so surrendered may be disposed of in the same manner as a forfeited share

TRANSFER OF SHARES

46 FORM OF TRANSFER

Except as may be provided by these Articles, all transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors or by any other method which is authorised by the Statutes and approved or adopted by the Directors. Any such instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

47 **SUSPENSION OF REGISTRATION OF TRANSFERS**

Subject to the Statutes, the registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares. The Register shall not be closed for more than thirty days in any year and notice of such closure shall be given by advertisement in accordance with the Statutes

48 **DIRECTORS' POWER TO DECLINE TO REGISTER TRANSFERS**

48.1 The Directors may in their absolute discretion and without assigning any reason therefor refuse to register or authorise the registration of any transfer of a share in any of the following circumstances:

48.1.1 if the share is not fully paid and the Company has a lien on the share, providing that the Directors do not exercise their discretion so as to prevent dealings in the share from taking place on an open and proper basis; and

48.1.2 where:

48.1.2.1 a notice has been duly served in respect of the share pursuant to section 212(1) of the Act or any other provision of the Statutes concerning the disclosure of interests in voting shares; and

48.1.2.2 the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent of that class of share; and

48.1.2.3 the person or persons on whom the notice was served failed to comply with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service thereof) and remains in default in complying with such notice

unless the transfer in question is a permitted transfer

For the purposes of this Article, a transfer of a share is a permitted transfer if

48.1.2.4 it was effected pursuant to a sale made through a recognised investment exchange or any stock exchange outside the United

Kingdom on which the Company's issued shares are normally traded; or

48 1.2.5 it was effected pursuant to an acceptance of a take-over offer (as defined in section 428(1) of the Act); or

48 1 2.6 the Directors are satisfied that it was effected pursuant to a bona fide sale of the entire beneficial ownership of the share to a person or persons unconnected with the transfer and with any other person or persons appearing to be interested in the share (the provisions of Article 87 1 being deemed to apply for the purposes of this Article);

48.1.3 if the transfer is of a share or shares (whether fully paid or not) in favour of more than four persons jointly.

If the Directors refuse to register or authorise the registration of a transfer which is effected by a written instrument they shall within two months after the date on which the instrument was lodged with the Company or its registrars send to the transferee notice of the refusal. If and for so long as any procedures for enabling title to securities to be evidenced and transferred without a written instrument are lawfully implemented by the Company pursuant to the Statutes, the Directors shall give such notice of any such refusal and within such period as in either case may be required by those procedures or the Statutes

48 2

48 2 1 If and for so long as a person is in default in complying with such a notice as is referred to in **Article 48.1.2**, the consequences of such default under that Article shall also apply (but with effect from allotment) to any additional share allotted after service of the notice in right of the shares which were the subject of the notice (including, without limitation, any share allotted pursuant to a rights issue or a bonus issue) as if such additional share had also been the subject of the notice

48 2 2 For the purposes of **Articles 48.1.2** and **48.2.1**, a person shall be deemed to be in default in complying with such a notice as is referred to in those Articles if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false

49 **FURTHER DISCRETION NOT TO RECOGNISE AN INSTRUMENT OF TRANSFER**

In addition and without prejudice to their rights under **Article 48** the Directors may decline to recognise any instrument of transfer unless the instrument of transfer is in respect of only one class of share and is deposited at the Transfer Office (or at such other place as the Directors may from time to time determine) accompanied by the relevant share certificate(s) (save as stated later in this Article) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). Subject thereto and to the provisions of **Article 48** the Directors shall register any instrument of transfer submitted to them for registration unless forbidden to do so by law. In the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, the lodgement of share certificates will not be necessary unless and to the extent that certificates must by law have been issued in respect of the shares in question

50 **RETENTION OF INSTRUMENTS OF TRANSFER BY THE COMPANY**

All instruments of transfer which are registered may be retained by the Company. Any instrument of transfer which the Directors refuse to register shall (except in the case of fraud) be returned to the person lodging it when notification of the refusal is given.

51 **NO FEE PAYABLE FOR REGISTRATION**

No fee shall be charged by the Company in respect of the registration of any transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares

52 **RENUNCIATION OF ALLOTMENTS**

Nothing contained in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person

TRANSMISSION OF SHARES

53 TRANSMISSION ON DEATH

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 interest in his shares, but nothing in this Article 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.

54 NOTICE OF ELECTION FOR REGISTRATION OR TRANSFER

Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may (subject as hereinafter provided), upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, either elect to be registered himself as holder of the share by giving to the Company notice in writing of such election or transfer such share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed or otherwise effected by such member.

55 RIGHTS OF PERSON ENTITLED TO A SHARE

A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) be entitled to receive and may give a discharge for the same dividends and other moneys payable on or in respect of the share as those to which he would be entitled if he were the registered holder of the share but he shall not be entitled in respect thereof to receive notice of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise or enjoy any right or privilege conferred by membership of the Company until he shall have been registered as a member in respect of the share. The Directors may at any time give notice requiring any such person as aforesaid to elect either to be registered himself or to transfer the share and, if the notice is not complied with within sixty days after service thereof, the Directors may thereafter withhold payment of all dividends and other moneys payable on or in respect of the share until the requirements of the notice have been complied with.

CONVERSION OF SHARES INTO STOCK

56. POWER TO CONVERT AND RECONVERT

The Company may, from time to time, by ordinary resolution, convert all or any of its fully paid up shares into stock of the same class as the shares so converted and may from time to time, in like manner, reconvert any such stock into fully paid up shares of the same class and of any denomination

57. TRANSFERS OF STOCK

When any shares have been converted into stock, the several holders of such stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company may by ordinary resolution direct or, in default of any such direction, in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might before conversion have been transferred, or as near thereto as circumstances will admit, but the Company may by ordinary resolution, or in default of such a resolution, the Directors may, if they think fit, from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum (provided that any such minimum shall not, without the sanction of an ordinary resolution of the Company, exceed the nominal amount of the shares from which the stock arose) and may prescribe that stock is to be divided and transferable in units of corresponding amount but with power to waive such requirements and restrictions in any particular case

58. RIGHTS OF STOCKHOLDERS

The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the class of such stock and the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such amount of stock as would not, if existing in shares, have conferred such privilege or advantage.

GENERAL MEETINGS

59. ANNUAL GENERAL MEETINGS

An annual general meeting shall be held once in every year at such time (within a period of not more than fifteen months after the holding of the last preceding annual general meeting) and place as may be determined by the Directors

60. EXTRAORDINARY GENERAL MEETINGS

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

61. POWER TO CALL EXTRAORDINARY GENERAL MEETINGS

The Directors may call an extraordinary general meeting whenever they think fit and shall in any event do so when and in the manner required by section 142 of the Act (which relates to the obligation of the Directors to convene an extraordinary general meeting in the event of serious loss of capital), and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes. If at any time there are not within the United Kingdom sufficient directors capable of acting to form a quorum for a meeting of the Directors, any director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors

NOTICE OF GENERAL MEETINGS

62. PERIODS OF NOTICE FOR GENERAL MEETINGS AND PERSONS ENTITLED TO NOTICE

An annual general meeting and any general meeting at which it is proposed to pass a special resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by twenty-one clear days' notice in writing at the least and any other general meeting by fourteen clear days' notice in writing at the least. Notice of every general meeting shall be given in the manner hereinafter mentioned to all members (other than such as are not under the provisions of these Articles or the terms of issue of all the shares they hold entitled to receive such notices from the Company) and the Auditors. A general meeting, notwithstanding that it has been called by shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed.

62 1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat, and

62.2 in the case of an extraordinary general meeting, by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than such minimum percentage in nominal value of the shares giving that right as the Act may prescribe at the time such meeting is held.

The accidental omission to give notice or to send a form of proxy with a notice (where the same is required by these Articles) to or the non-receipt of such notice or form of proxy by any person entitled thereto shall not invalidate the proceedings at any general meeting

63. CONTENTS OF NOTICE

63.1 Every notice calling a general meeting or a meeting of any class of members of the Company shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and, on a poll, vote instead of him and that a proxy need not be a member of the Company

63.2 In the case of an annual general meeting, the notice shall also specify the meeting as such.

63 3 In the case of any general meeting at which business other than ordinary business is to be transacted, the notice shall specify the general nature of such business, and if any resolution is to be proposed as an extraordinary resolution or as a special resolution, the notice shall contain a statement to that effect.

64. MEANING OF ORDINARY BUSINESS

Ordinary business shall mean and include only business transacted at an annual general meeting of the following classes, that is to say.

64 1 declaring dividends;

64.2 receiving and considering the annual accounts of the Company, the reports of the Directors and the Auditors and other documents required by law to be attached or annexed thereto or to be comprised therein,

- 64.3 appointing the Auditors (except when special notice of the resolution for such appointment is required by the Statutes) and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed;
- 64.4 appointing or re-appointing directors to fill vacancies arising at the meeting either on retirement by rotation or under **Article 114** or otherwise; and
- 64.5 the voting of fees to the Directors.

65. **CIRCULATION OF RESOLUTIONS ETC ON REQUISITION OF MEMBERS**

The Directors shall on the requisition of members in accordance with the Statutes, but subject as therein provided:

- 65.1 give to the members entitled to receive notice of the next annual general meeting, notice of any resolution which may properly be moved and is intended to be moved at that meeting;
- 65.2 circulate to the members entitled to have notice of any general meeting, any statement of not more than one thousand words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting

PROCEEDINGS AT GENERAL MEETINGS

66. **QUORUM**

No business shall be transacted at any general meeting unless a quorum is present. Subject to the provisions of **Article 67**, two members present in person or by proxy (or, being a corporation, present by a representative duly appointed pursuant to **Article 95**) and entitled to vote upon the business to be transacted shall be a quorum.

67. **ADJOURNMENT IF QUORUM NOT PRESENT**

If within fifteen minutes from the time appointed for the holding of a general meeting (or such longer time as the chairman of the meeting may think fit to allow) 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 such day and at such time and place as the chairman of the meeting may determine (notice of such adjourned meeting being given in accordance with **Article 69**), and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for

holding the meeting, the member or members present in person or by proxy and entitled to vote upon the business to be transacted shall be a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place

68 GENERAL POWER OF ADJOURNMENT

68.1 The chairman may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) to another time or place where it appears to him that

68.1.1 the members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting, or

68.1.2 the conduct of persons present prevents or is likely to prevent the orderly continuation of business, or

68.1.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted

68.2 Without prejudice to the provisions of **Article 68.1** the chairman of the meeting may with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors.

69. NOTICE OF ADJOURNED MEETING

When a meeting is adjourned pursuant to **Articles 67** or **68** for thirty days or more or sine die, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting (save that it shall not be necessary to specify the nature of the business to be transacted) and, in the case of an adjournment pursuant to **Article 67**, the notice shall specify the quorum applicable to that adjourned meeting as stated in such Article. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

CHAIRMAN OF MEETING

The chairman (if any) of the Directors, failing whom the deputy chairman (if any) of the Directors, shall preside as chairman at each general meeting. If there be no such chairman or deputy chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the directors present shall choose one of their number to be chairman of the meeting, or if no director be present or if all the directors present fail to agree which of their number should take the chair or if each of them declines to take the chair, the members present and entitled to vote shall (whether or not they constitute a quorum) choose one of their number to be chairman of the meeting.

71. SECURITY PROCEDURES

71 1 The Directors may direct that members or proxies for members who wish to attend any general meeting shall submit to such searches and/or comply with such security arrangements or restrictions as in each case the Directors shall, in their absolute discretion, consider appropriate and may, in their absolute discretion, refuse entry to such general meeting to any member or proxy for a member who fails to comply with any such direction.

71 1 1 In the case of any general meeting the Directors may, notwithstanding the specification in the notice of the place of the general meeting (the "Principal Place") at which the chairman of the meeting shall preside, make arrangements for simultaneous attendance and participation at other places by members and proxies entitled to attend the meeting but excluded from the Principal Place under the provisions of this **Article 71.2**. Such arrangements for simultaneous attendance at the meeting may include arrangements regarding the level of attendance at the Principal Place and the other places provided that they shall operate so that any members and proxies excluded from attendance at the Principal Place are able to attend at one of the other places. For the purpose of all of the provisions of these Articles any such meeting shall be treated as being held and taking place at the Principal Place.

71 1 2 The Directors may, for the purpose of facilitating the organisation and administration of any general meeting to which arrangements made under this **Article 71.2** apply, from time to time make arrangements, whether involving the issue of tickets (on a basis intended to offer to all members and proxies entitled to attend the meeting an equal opportunity of being

admitted to the Principal Place) or the imposition of some random means of selection or otherwise as they shall in their absolute discretion consider to be appropriate, and may from time to time vary any such arrangements or make new arrangements in their place and the entitlement of any member or proxy to attend the meeting at the Principal Place shall be subject to such arrangements as may be for the time being in force whether stated in the notice of the meeting to apply to that meeting or notified to the members concerned subsequent to the provision of the notice of the meeting

72. VOTING AND DEMANDS FOR A POLL

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- 72.1 the chairman of the meeting; or
- 72.2 not less than five members present in person or by proxy and entitled to vote, or
- 72.3 a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting, or
- 72.4 a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right

and, for the purposes of the foregoing, a demand by a proxy pursuant to **Article 83** shall be deemed to be a demand by the person appointing that proxy

A demand for a poll may be withdrawn with the consent of the chairman and any demand so withdrawn shall not be taken to have invalidated any result of a show of hands made before the demand was made

73. DECLARATION OF RESULT OF VOTING AND CONDUCT OF A POLL

Unless a poll is required, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required it

shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

74. CHAIRMAN'S CASTING VOTE

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

75. TIME FOR TAKING A POLL

A poll demanded on the election of a chairman of a general meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately provided that the time and place at which it is to be taken was announced at the meeting at which it was demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

76. VOTING RIGHTS OF MEMBERS

76.1 Subject to any restrictions imposed by or pursuant to these Articles and to any special rights, restrictions or prohibitions as regards voting for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member personally present (or, being a corporation, present by a duly appointed representative) shall have one vote only, and in case of a poll every member present in person or by proxy shall (subject as hereinafter provided) have one vote for every share in the capital of the Company held by him.

76.2 If

76.2.1 any objection shall be raised to the qualification of any voter, or

76.2.2 any votes have been counted which ought not to have been counted or which might have been rejected, or

76.2.3 any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or the error occurred. Any such objection or error shall be referred to the chairman of the meeting (unless the vote objected to was given or tendered in connection with the resolution for the election, re-election or removal of the chairman of the meeting whether as such chairman or as a director of the Company) and shall only vitiate the decision of the meeting on any resolution or the poll if the chairman decides that the same may have affected the decision of the meeting or the poll. The decision of the chairman (save in connection with such a resolution specified above) shall be final and conclusive

77 VOTING RIGHTS OF PERSONS UNDER DISABILITY

A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person (by whatever name called) may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Transfer Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

78 VOTING RIGHTS OF JOINT HOLDERS

In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.

79 POWER TO APPOINT A PROXY

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

way A proxy need not be a member of the Company. A member may appoint more than one proxy to attend on the same occasion

80 FORM OF INSTRUMENTS OF PROXY

An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may accept and:

80.1 in the case of an individual shall be signed by the appointor or by his attorney; and

80.2 in the case of a corporation shall be given under its common seal or otherwise executed by it in accordance with the Statutes or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer The signature on such instrument need not be witnessed

81 DEPOSIT OF PROXY

An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a duly certified copy of such power or authority (or, if such power or authority was executed outside the United Kingdom, a notarially authenticated copy thereof) must either be left at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or in any instrument of proxy issued by the Company therewith (or, if no place is so specified, at the Transfer Office) not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or for the taking of the poll at which it is to be used or, where the poll is not taken during or immediately following the meeting at which it was demanded but is taken less than forty-eight hours after such demand, be delivered at such meeting either to the chairman of the meeting or to the Secretary or to any of the Directors, and in default shall be not treated as valid provided that (except as and to the extent stated to the contrary thereon) 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 to be delivered again for the purposes of any subsequent meeting to which it relates and (except as aforesaid) any instrument of proxy so delivered in respect of any meeting or meetings shall be valid in respect of any adjournment thereof and any poll demanded thereat and shall not require to be delivered again for the purposes thereof. The deposit or delivery of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment thereof or on any poll demanded at the same.

82 TIME LIMIT ON VALIDITY OF PROXY

No instrument of proxy shall be valid after the expiration of twelve months from the date stated in it as the date of its execution or, if undated, the date of its receipt by the Company except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within that period of twelve months

83. AUTHORITY CONFERRED BY PROXY

An instrument appointing a proxy shall be deemed to give authority for that proxy to demand or join in demanding a poll and generally to act at the meeting for the member making the appointment but no proxy may as such speak at any meeting or adjourned meeting (save to demand or join in demanding a poll) unless otherwise permitted by the chairman thereof

84. POWER TO APPOINT AN ATTORNEY

Any member residing out of or absent from the United Kingdom may by power of attorney executed either before or after leaving the United Kingdom appoint any person to be his attorney for the purpose of voting at any meeting or give a general power extending to all meetings at which such member is entitled to vote Every such power or a duly certified copy or (if such power was executed outside the United Kingdom) a notarially authenticated copy of such power shall be produced at the Transfer Office and left there for at least forty-eight hours before being acted upon

85 VALIDITY OF VOTES CAST BY PROXY

A vote given in accordance with the terms of an instrument of proxy or power of attorney shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or power of attorney or of the authority under which the appointment was made, or the transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer shall have been received at the Transfer Office (or, in the case of an instrument of proxy, such other place as is specified for depositing that instrument) one hour at least before the time fixed for holding the meeting or adjourned meeting or for the taking of the poll at which the proxy is used.

DISFRANCHISEMENT

86. CIRCUMSTANCES IN WHICH SHARES DISFRANCHISED

Subject to the provisions of the Statutes, no holder of a share in the Company shall, unless the Directors otherwise determine (any such determination being for such period and subject to such terms and conditions (if any) as the Directors may, in their absolute discretion, decide), be entitled (save as proxy for another member) to be present or vote at a general meeting either personally or by proxy or to exercise any other right in relation to meetings of the Company in respect of that share if.

86 1 any call or such other sum as is presently payable by him to the Company in respect of that share remains unpaid, or

86.2 he or any other person who appears to be interested in that share has been duly served, pursuant to section 212(1) of the Act or any other provision of the Statutes concerning the disclosure of interests in voting shares, with a notice which

86 2.1 lawfully requires the provision to the Company within such period as is specified in such notice (being not less than 14 days from the date of service of such notice) of information regarding that share, and

86.2 2 contains a warning of the consequences under this **Article 86** and under the provisions of **Articles 48.1.2** and **146** of failing to comply with such notice

and he or such other person is in default in complying with such notice, or

86 3 he has been duly served with a notice which

86 3.1 requires him to provide or procure the provision to the Company within such period as is specified in such notice (being not less than 14 days from the date of service of such notice) of a written statement signed by him or any other person or persons stating that he (if the statement is signed by him) or (as the case may be) the other person or persons who has/have signed the statement is/are the beneficial owner(s) of that share and providing such other information (if any) regarding that share as may be required by such notice pursuant to **Article 91**, and

86 3 2 contains a warning of the consequences under this **Article 86** of failing to comply with such notice,

and (whether or not he is aware of the identity of the beneficial owner(s) of that share) he is in default in complying with such notice

87 PERSONS DEEMED TO BE INTERESTED IN SHARES

For the purposes of **Article 86.2**.

- 87.1 a person shall be treated as appearing to be interested in a share either where the member holding such share has informed the Company that he is, or may be, so interested, or where he has given to the Company a notification pursuant to **Article 86.2** which fails to establish the identity of the person or persons interested in such share and (after taking into account the said notification and any other relevant information given to them) the Directors know or have reasonable cause to believe that the person in question is or may be interested in such share; and
- 87.2 references to persons interested in shares and to interests in shares respectively shall be construed as they are for the purposes of section 212 of the Act.

88 EXTENSION OF DISFRANCHISEMENT TO RIGHTS ISSUE SHARES AND PERSONS DEEMED TO BE IN DEFAULT

- 88.1 If and for so long as a person is in default in complying with such a notice as is referred to in **Articles 86.2** and **86.3**, the consequences of such default under **Article 86** shall also apply (but with effect from allotment) to any additional share allotted after service of the notice in right of the shares which were the subject of the notice (including, without limitation, any share allotted pursuant to a rights issue or a bonus issue) as if such additional share had also been the subject of the notice
- 88.2 For the purposes of **Articles 86.2**, **86.3** and **88.1**, a person shall be deemed to be in default in complying with such a notice as is referred to in those Articles if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false

89 DISFRANCHISEMENT MAY APPLY TO ONLY PART OF A MEMBER'S HOLDING

Where a person holds more than one share in the Company or more than one share of a particular class, any notice given pursuant to **Articles 86.2** or **86.3** may relate to all of such shares or to such lesser number of them as is described or stated in the notice.

90 **SIGNATURE OF STATEMENTS ON BEHALF OF BODY CORPORATE**

Any statement provided to the Company pursuant to **Articles 86.2** or **86.3** shall, for the purposes of those Articles, be deemed to have been signed by a body corporate if signed by a duly authorised officer who is described in such statement as signing it on behalf of that body corporate.

91 **RIGHT TO REQUIRE ADDITIONAL INFORMATION**

Any notice served on the holder of a share pursuant to **Article 86.3** may require that, where the statement to be provided to the Company pursuant to that notice reveals that the beneficial owner of that share is a body corporate ("the corporate owner"), the statement shall also provide the following information

- 91 1 whether any other body corporate is a holding company (within the meaning of section 736 of the Act) or a parent company (within the meaning of section 258 of the Act) of the corporate owner and, if so, the name and address of each such holding or parent company, and
- 91 2 whether any body corporate or other person (other than any such holding or parent company) is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of the corporate owner and, if so, the name and address of each such person.

92. **WHEN DISFRANCHISEMENT CEASES TO APPLY**

Where the disfranchisement provisions of **Article 86** are applicable with regard to a particular share, they shall cease to be applicable to that share upon

- 92 1 the call or such other sum as is referred to in **Article 86.1** being paid in respect of that share and received by the Company, or
- 92 2 the information and/or statement requested in respect of that share by the notice(s) referred to in **Articles 86.2** and/or **86.3** being provided to the Company to the satisfaction of the Directors; or
- 92 3 the date as on and from which the Directors determine (pursuant to **Article 86**) that such provisions shall cease to be applicable to that share, or
- 92 4 the expiry of the period of seven days commencing on the date of receipt by the Company at the Transfer Office of a bona fide notice of the sale of that share through a recognised investment exchange (as defined in the Financial Services Act 1986) or

other recognised market or as a result of an acceptance of a take-over offer (which shall mean an offer to all of the holders, or to all of the holders other than the offeror and his nominee, of shares in the Company to acquire such shares or a specified proportion or number thereof or to all of the holders, or to all of the holders other than the offeror and his nominee, of a particular class of those shares to acquire the shares of that class or a specified proportion or number thereof), as the case may be and (in the case of **Articles 92.2 to 92.4** inclusive) whichever shall first occur

93 **REGISTRATION OF INFORMATION RECEIVED**

For the purposes of section 213 of the Act (relating to registration of interests disclosed under section 212), any information received by the Company pursuant to any notice served on a member pursuant to **Article 86.3** shall be deemed to have been received by it in pursuance of a requirement imposed on that member under section 212 of the Act

94 **CANCELLATION OF NOTICES**

Any notice issued under **Articles 86.2 or 86.3** may be cancelled at any time

CORPORATIONS ACTING BY REPRESENTATIVES

95. **REPRESENTATION OF CORPORATE MEMBERS**

Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of members thereof; and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands. The Directors may, but shall not be bound to, require evidence of the authority of any person purporting to act as the representative of any such corporation

DIRECTORS

96 **NUMBER OF DIRECTORS**

Subject to the provisions of **Article 112** the Directors shall not be less than two nor more than ten in number

97 **DIRECTORS' SHARE QUALIFICATION AND RIGHTS RE: GENERAL MEETINGS**

A director shall not be required to hold any shares in the Company by way of qualification but a director who is not a member of the Company shall be entitled to receive notice of and to attend and speak at all general meetings of the Company and any class of members of the Company.

98. **FEES OF NON-EXECUTIVE DIRECTORS**

Fees may be paid out of the funds of the Company to directors who are not managing or executive directors at such rates as the Directors may from time to time determine provided that such fees do not in the aggregate exceed the sum of £300,000 per annum (exclusive of value added tax if applicable) or such other figure as the Company may by ordinary resolution from time to time determine.

99. **REIMBURSEMENT OF EXPENSES**

The Directors (including alternate directors) shall also be entitled to be paid out of the funds of the Company all their travelling, hotel, and other expenses properly incurred by them respectively in and about the business of the Company, including their expenses of travelling to and from meetings of the Directors, committee meetings or general meetings

100 **PAYMENT OF ADDITIONAL REMUNERATION IN SPECIAL CIRCUMSTANCES**

Any director who devotes special attention to the business of the Company, or otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a director, may be paid such additional remuneration as the Directors or any committee appointed by the Directors may determine

101 **POWER OF DIRECTORS TO HOLD OFFICES OF PROFIT AND TO CONTRACT WITH THE COMPANY**

101.1 A director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine, and subject to the provisions of the Statutes no director or intending director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either with regard to his tenure of any other such office or place of profit or as vendor, purchaser or

otherwise, nor shall any such contract, arrangement, transaction or proposal or any contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any director or any person connected with him is in any way interested (whether directly or indirectly) be liable to be avoided, nor shall any director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the Company for any profit realised from any such contract, arrangement, transaction or proposal by reason of such director holding that office or of the fiduciary relationship thereby established, but his interest shall be disclosed by him in accordance with the Statutes.

101.2 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 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 auditor of the Company

101.3 Any director may continue to be or become a director of, or hold any other office, employment or place of profit under, or be or become a member of, any other company in which the Company may be interested, and (unless otherwise provided by his terms of service) no such director shall be accountable for any remuneration, salary, profit or other benefits received by him as a director of, or holder of any other office, employment or place of profit under, or member of, any such other company. The Directors may exercise the voting powers conferred by the shares in any company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors of or holders of any such office, employment or place of profit under such company, or voting or providing for the payment of remuneration to the directors of or holders of any such office, employment or place of profit under such company)

MANAGING AND EXECUTIVE DIRECTORS

102. APPOINTMENT OF DIRECTORS TO EXECUTIVE OFFICES

The Directors or any committee appointed by the Directors may from time to time appoint one or more of their number to any executive office or employment under the Company (including, but without limitation, that of chief executive or managing director) for such period and on such terms as they or any committee appointed by the Directors think fit, and may also authorise any person appointed to be a director to continue in any executive office or employment held by him before he was so

appointed but no service contract or contract for services shall be granted by the Company to any director or proposed director except in accordance with the Statutes

103 REMUNERATION ETC OF DIRECTORS APPOINTED TO EXECUTIVE OFFICES

The remuneration and other terms and conditions of appointment of a director appointed to any executive office or employment under the Company shall from time to time (without prejudice to the provisions of any agreement between him and the Company) be fixed by the Directors, and may (without limitation) be by way of fixed salary, lump sum, commission on the dividends or profits of the Company (or of any other company in which the Company is interested) or other participation in any such profits or otherwise or by any or all or partly by one and partly by another or others of those modes

104. APPLICABILITY OF RETIREMENT BY ROTATION PROVISIONS TO CHIEF EXECUTIVE

The chief executive for the time being of the Company (whether designated as chief executive, managing director or otherwise howsoever) shall be subject to the same provisions as to retirement by rotation, resignation and removal as the other directors. If he should cease to hold the office of director from any cause, he shall (without prejudice to any claim he may have for compensation or damages for breach of any agreement between him and the Company) ipso facto and immediately cease to be chief executive

105 APPLICABILITY OF RETIREMENT BY ROTATION PROVISIONS TO ALL EXECUTIVE DIRECTORS

A director holding any executive office or employment under the Company shall not (by reason only thereof) be exempt from retirement by rotation, and his tenure of such executive office or employment shall not be determined by reason only of his ceasing for any reason to be a director, but (without prejudice to any claim he may have for compensation or damages for breach of any agreement between him and the Company and subject to the provisions of any such agreement) may be determined at any time thereafter by resolution of the Directors

106. DELEGATION TO DIRECTORS HOLDING EXECUTIVE OFFICES

The Directors may, from time to time, entrust to and confer upon a director appointed to any executive office or employment pursuant to **Article 102** such of

the powers exercisable under these Articles by the Directors (other than the power to make calls, forfeit shares, borrow money or issue debentures) as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions, as they may consider expedient, and may confer such powers collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

APPOINTMENT AND RETIREMENT OF DIRECTORS

107 EXCLUSION OF AGE LIMIT FOR DIRECTORS

Any provisions of the Statutes which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment as a director or liable to vacate office as a director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment of any director over a specified age shall not apply to the Company save that, in the case of any general meeting at which a resolution is to be proposed to appoint or re-appoint as a director a person who is, or who will within the six months next following the date of the general meeting become, 70 years of age, the notice convening that meeting shall contain a statement to that effect. The accidental omission to insert such a statement shall not, however, invalidate the passing of the relevant resolution.

108. VACATION OF OFFICE OF A DIRECTOR

A director shall ipso facto cease to hold office as such in any of the following events, namely

- 108.1 if he is prohibited by law from being or acting as a director or if he ceases to be a director by virtue of any provision of the Statutes, or
- 108.2 if (not being a person holding an executive office or employment under the Company) he shall resign by writing under his hand left at the Office or delivered to the Directors at a meeting of the Directors or to the Secretary or if (being such a person) he shall tender his resignation and the Directors shall resolve to accept the same, or
- 108.3 if he becomes bankrupt or he applies for an interim order pursuant to section 253 of the Insolvency Act 1986 or enters into any voluntary arrangement within the

definition contained in that section or has an interim receiver appointed under section 286 of that Act of all or any part of his property; or

- 108.4 if he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
- 108.5 if in England or elsewhere an order shall be made by any court claiming jurisdiction in matters concerning mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver, curator bonis or other person (by whatever name called) to exercise powers with respect to his property or affairs; or
- 108.6 if he shall be absent from meetings of the Directors for six successive months without leave and his alternate director (if any) shall not during such period have attended in his stead and the Directors shall resolve that his office be vacated, or
- 108 7 if he is removed from office in accordance with **Article 113**, or
- 108 8 if he is convicted of an indictable offence and the Directors shall resolve that it is undesirable in the interests of the Company that he remains a Director, or
- 108 9 if the conduct of a Director (whether or not concerning the affairs of the Company) is the subject of an investigation by an inspector appointed by the Secretary of State or by the Serious Fraud Office and the Directors shall resolve that it is undesirable in the interests of the Company that he remains a Director; or
- 108 10 if he holds any executive office or employment under the Company and that office or employment with the Company is terminated for any reason, or
- 108.11 if, by notice in writing delivered to the Office or tendered at a meeting of the Directors, his resignation is requested by all of the other directors and all of the other directors are not less than three in number

109. **NUMBER OF DIRECTORS SUBJECT TO RETIREMENT BY ROTATION**

At the annual general meeting in every year one-third of the directors for the time being (after excluding any director who is required to retire at that meeting pursuant to **Article 114.1** or any other provision of these Articles) or, if their number is not a multiple of three, then the number nearest to one-third, but not exceeding one-third, shall retire from office and shall be eligible for re-election, provided always that if in any year the number of directors who are subject to retirement by rotation shall be

two, one of such directors shall retire, and if in any year there shall be only one director who is subject to retirement by rotation that director shall retire.

110. SELECTION OF DIRECTORS TO RETIRE BY ROTATION

The directors to retire pursuant to **Article 109** shall include (so far as necessary to obtain the number required) any director who wishes to retire and not to offer himself for re-election. Any further directors so to retire shall be those of the other directors who are subject to retirement by rotation pursuant to the provisions of that Article for the purposes of the meeting in question and who have at the date of the meeting been longest in office since their last re-election or appointment, and so that as between persons who became or were last re-elected directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring director shall be eligible for re-election.

111. RESOLUTIONS FOR THE APPOINTMENT OF DIRECTORS

111.1 A resolution for the appointment of two or more persons as directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it, and any resolution moved in contravention of this provision shall be void.

111.2 No person other than a director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment as a director at any general meeting unless not less than seven nor more than twenty eight days before the day appointed for the meeting there shall have been left at the Office or sent to the Secretary notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected.

112. POWER TO ALTER LIMITS ON THE NUMBER OF DIRECTORS

The Company may by ordinary resolution from time to time increase or reduce any limits on the number of directors specified in **Article 96** and may also determine in what rotation such increased or reduced number is to go out of office and may make any appointments required for making any such increase.

113. REMOVAL OF DIRECTORS BY EXTRAORDINARY OR ORDINARY RESOLUTION

The Company may by extraordinary resolution or, in accordance with and subject to the provisions of the Statutes, by ordinary resolution of which special notice has been given remove any director from office notwithstanding any provision of these Articles or any agreement between the Company and such director, but without prejudice to any claim he may have for damages for breach of any such agreement, and appoint another person in place of a director so removed from office and any person so appointed shall be treated for the purpose of determining the time at which he or any other director is to retire by rotation pursuant to **Article 109** as if he had become a director on the day on which the director in whose place he is appointed was last elected or re-elected a director. In default of such appointment the vacancy arising upon the removal of a director from office may be filled as a vacancy pursuant to the provisions of **Article 114**.

114. DIRECTORS' POWER TO APPOINT ADDITIONAL DIRECTORS TO FILL CASUAL VACANCIES

114.1 The Directors shall have power at any time and from time to time to appoint any person to be a director either to fill a vacancy or as an additional director but so that the total number of directors shall not at any time exceed the maximum number (if any) fixed by or in accordance with **Article 96**. Any director appointed by the Directors shall retire from office at the next annual general meeting and shall then be eligible for election by the members, he shall not be taken into account in determining the number of directors who are to retire by rotation at such meeting but shall be deemed to have retired at the meeting for the purposes of **Article 115**.

114.2 Without prejudice to **Article 114.1** or **Article 121** but subject to the provisions of **Article 111**, the Company may from time to time by ordinary resolution appoint any person or persons to be a director of the Company either to fill a vacancy or as an additional director.

115. RE-ELECTION OR REPLACEMENT OF RETIRING DIRECTORS

The Company at the meeting at which a director retires under any provision of these Articles may fill the office being vacated by electing thereto the retiring director or some other person eligible for appointment. In default the retiring director shall be deemed to have been elected or re-elected (as the case may be) except in any of the following cases:

- 115.1 where at such meeting it is expressly resolved not to fill up such vacated office or a resolution for the election or re-election of such director is put to the meeting and lost, or
- 115.2 where such director has given notice in writing to the Company that he is unwilling to be elected or re-elected, or
- 115.3 where the default is due to the moving of a resolution in contravention of **Article 111**; or
- 115.4 where such director has attained any retiring age applicable to him as director.

The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring director or a resolution for his election or re-election is put to the meeting and lost and accordingly a retiring director who is elected or re-elected or deemed to have been elected or re-elected will continue in office without a break

ALTERNATE DIRECTORS

116. POWER TO APPOINT ALTERNATE DIRECTORS AND THEIR STATUS

- 116.1 Any director may at any time appoint any other director or any other person approved by the Directors to be his alternate director and may at any time terminate such appointment. Any such appointment or termination shall be in writing and shall be effective upon delivery at the Office or at a meeting of the Directors
- 116.2 Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director, would cause him to vacate such office
- 116.3 An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director, at any such meeting he shall have one vote for each director for whom he acts as alternate director (in addition to his own vote if he is himself a director) but he shall count as only one for the purpose of

determining whether a quorum be present. To such extent as the Directors may from time to time determine in relation to any committees appointed by the Directors the foregoing sentence shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, an alternate director's signature to any resolution in writing of the Directors or of a committee appointed by the Directors shall be as effective as the signature of his appointor. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purpose of these Articles.

- 116.4 An alternate director shall be entitled to hold any office or place of profit or to contract and be interested in and benefit from contracts or arrangements 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 only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. An alternate director shall not be required to hold any shares in the Company by way of qualification.
- 116.5 Every person acting as an alternate director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the director appointing him.

PROCEEDINGS OF DIRECTORS

117. CONDUCT OF BOARD MEETINGS

- 117.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote. A director may, and the Secretary on the requisition of a director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to any director for the time being absent from the United Kingdom but the alternate director (if any) acting in his place shall (subject as stated in **Article 116.3**) be entitled to notice of such meeting. Any director may waive notice of any meeting and any such waiver may be retrospective.
- 117.2 Notice of meetings of the Directors shall be deemed to be duly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last

known address in the United Kingdom or any other address in the United Kingdom given by him to the Company for this purpose.

- 117 3 All or any of the Directors or members of any committee appointed by the Directors may participate in a meeting of the Directors or that committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any person participating in a meeting in this manner shall be deemed to be present in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and 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.

118. **QUORUM FOR A BOARD MEETING**

The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two of whom one may be an alternate director not being himself a director. A duly convened meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors.

119 **DECLARATION OF DIRECTORS' INTERESTS IN CONTRACTS**

A director who is in any way, whether directly or indirectly and whether for himself or through a person connected with him, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall declare the nature of his interest in accordance with the Statutes.

120. **RESTRICTIONS ON A DIRECTOR'S POWER TO VOTE WHERE HE HAS AN INTEREST**

- 120 1 Save as provided in this **Article 120**, a director shall not vote as a director in respect of any contract, transaction or arrangement or proposed contract, transaction or arrangement or any other proposal whatsoever in which he has any interest which (together with any interest of any person connected with him) is to his knowledge a material interest (otherwise than by virtue of an interest in shares or debentures or other securities of or otherwise in or through the Company), and if he shall do so his vote shall not be counted, nor in relation thereto shall he be counted in the quorum present at the meeting.

120.2 A director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution relating to any of the following matters namely

120.2.1 the giving of any security, guarantee or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings or its parent company (if any) or any other subsidiary undertakings of any such parent company, or

120.2.2 the giving of any security, guarantee or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which the director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security; or

120 2 3 an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings or its parent company (if any) or any other subsidiary undertakings of any such parent company for subscription or purchase in which offer he is or is to be or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate, or

120 2.4 any other company in which he or any person connected with him is interested, directly or indirectly, and whether as an officer or shareholder or otherwise howsoever, provided that he and any person connected with him are not to his knowledge the holder (otherwise than as a nominee for the Company or any of its subsidiary undertakings or its parent company (if any) or any other subsidiary undertakings of any such parent company) of or beneficially interested 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 circumstances), or

120 2 5 an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates, or

120 2 6 the purchase and/or maintenance of any insurance policy for the benefit of directors or for the benefit of persons including directors

120.3 A director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof.

120.4 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 and in such cases each of the directors concerned (if not debarred from voting under the proviso to **Article 120.2.4**) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

120.5 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 be referred to the chairman of the meeting and his ruling in relation to any director (other than himself) shall be final and conclusive except in a case where the nature or extent of the interests of the director concerned has not been fully disclosed

121. **POWERS OF DIRECTORS TO ACT NOTWITHSTANDING REDUCTION BELOW MINIMUM NUMBER**

The continuing directors may act notwithstanding any vacancy in their body, but if and so long as the number of directors is reduced below the minimum number fixed by or in accordance with these Articles the continuing directors or director may act for the purpose of filling such vacancies or of summoning general meetings, but not for any other purpose. If there be no directors or director able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors.

122 **APPOINTMENT OF CHAIRMAN**

The Directors may elect a chairman of their meetings and one or more deputy chairmen and determine the period for which each is to hold office. If no chairman or deputy chairman shall have been elected, or if at any meeting neither the chairman nor a deputy chairman is present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

123. **RESOLUTIONS IN WRITING**

A resolution in writing signed or (whether by letter, telex, facsimile transmission or otherwise in writing) approved by all the Directors (or by all the members of a committee appointed by the Directors) for the time being in the United Kingdom and entitled to vote on such resolution (provided that the number thereof would be sufficient to form a quorum for a meeting of the Directors) shall be as effective as a resolution passed at a meeting of the Directors or of such committee (as the case may be) duly convened and held and may consist of several documents in the like form, each signed or approved by one or more of the Directors or committee members (as the case may be) provided that, where a director has appointed an alternate director but is not himself in the United Kingdom, the signature of such alternate director (if in the United Kingdom) shall be required

124. **APPOINTMENT OF AND DELEGATION OF POWERS TO COMMITTEES**

The Directors may from time to time appoint committees consisting of such member or members of their body as they think fit, and may delegate any of their powers to any such committee (with power to sub-delegate), and may from time to time revoke any such delegation and discharge any such committee wholly or in part. The Directors may co-opt onto any such committee persons who are not directors of the Company and may give such persons voting rights on that committee. The number of such co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are directors of the Company. Any committee appointed by the Directors shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors

125. **PROCEEDINGS OF COMMITTEES**

The meetings and proceedings of any such committee consisting of two or more directors shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under **Article 124**

126. **VALIDITY OF ACTS OF DIRECTORS**

All acts done by the Directors or by a committee appointed by the Directors or by any person held out by the Company to be a director shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any director or person held out as

aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and had continued to be a director and had been entitled to vote.

BORROWING POWERS

127. GENERAL POWER OF DIRECTORS TO EXERCISE THE COMPANY'S BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property, assets and uncalled capital or any part thereof, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or its holding company (if any) or any subsidiary of the Company or its holding company or of any third party.

GENERAL POWERS OF DIRECTORS

128. MANAGEMENT OF THE BUSINESS

The business of the Company shall be managed by the Directors who 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, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company by ordinary resolution, but no regulation so made by the Company shall invalidate any prior act of the Directors 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 Directors by any other Article.

129. POWER TO ESTABLISH LOCAL BOARDS ETC

The Directors may establish any 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 local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors (other than their power to make calls, forfeit shares, borrow money or issue debentures) with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill

any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors 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. The Directors may exercise all the powers of the Company under section 39 of the Act (relating to an official seal for use abroad) and under section 362 of the Act (relating to the keeping of overseas branch registers)

130. APPOINTMENT OF ATTORNEYS

The Directors may from time to time and at any time 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 Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under or pursuant to these Articles) and for such period and subject to such conditions as the Directors 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 Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. The Directors may remove any person appointed under this Article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

131. SIGNATURE OF CHEQUES, BILLS ETC

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

132 ESTABLISHMENT OF PENSION OR BENEFIT SCHEMES, CLUBS, FUNDS ETC

132 1 The Directors may exercise all the powers of the Company to

132 1 1 establish or concur or join with other companies (being subsidiary undertakings of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, annuities, sickness

or compassionate allowances, life assurance benefits, donations, gratuities or other benefits for employees (which expression as used in this Article shall include any director who may hold or have held any office or place of profit) and ex-employees of the Company and of any such other companies and their wives, husbands, widows, widowers, relatives, families or dependants, or any class or classes of such persons;

132.1.2 pay, enter into agreements to pay or make grants (revocable or irrevocable and either subject or not subject to any terms or conditions) of pensions or other retirement, superannuation, death or disability benefits to employees and ex-employees and their wives, husbands, widows, widowers, relatives, families or dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or any such persons are or may become entitled under any such scheme or fund as aforementioned. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement; and

132.1.3 procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid, or its members, and payments for or towards the insurance of any such person as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object

132 2 The Directors may also sanction the exercise of any power conferred upon the Company by section 719 of the Act (relating to the making of provision for employees on cessation or transfer of business).

SECRETARY

133 APPOINTMENT OF SECRETARY

The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. If thought fit, two or more persons may be appointed as joint secretaries.

134. APPOINTMENT OF ASSISTANT OR DEPUTY SECRETARY

The Directors may at any time and from time to time appoint any person to be an assistant or deputy secretary of the Company and anything authorised or required by these Articles or by law to be done by or to the Secretary may be done by or to any such assistant or deputy secretary. Any assistant or deputy secretary so appointed may be removed by the Directors

135. RESTRICTIONS WHERE DIRECTOR AND SECRETARY ARE ONE AND THE SAME

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 place of, the Secretary

THE SEAL

136. FORMALITIES RE: USE OF THE SEAL

The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee appointed by the Directors and authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed autographically by one director and the Secretary or some other person appointed by the Directors for the purpose or by two directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some mechanical or other method or system of applying facsimile signatures.

AUTHENTICATION OF DOCUMENTS

137. PERSONS WITH POWER TO AUTHENTICATE DOCUMENTS

Any director or the Secretary or any person appointed by the Directors 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 Directors or any committee appointed by the Directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a

resolution, or an extract from the minutes of a meeting of, the Company or of the Directors or any committee appointed by the Directors 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 proceedings at a duly constituted meeting

RESERVES

138. POWER TO CARRY PROFITS TO RESERVE

Subject to the Statutes the Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits

DIVIDENDS

139. POWER TO DECLARE DIVIDENDS

The Company may by ordinary resolution declare dividends but no dividend shall be payable except out of the profits of the Company available for distribution in accordance with the provisions of the Statutes, or in excess of the amount recommended by the Directors

140. APPORTIONMENT OF DIVIDENDS

Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential or special rights in regard to dividend, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls and so that all dividends shall be apportioned and paid pro rata according to the portion or portions of the period in respect of which the dividend is paid during which any such amount or amounts were paid up. Provided that if any share be issued upon terms providing that it shall rank for dividend as from or after a

particular date, or be entitled to dividends declared after a particular date, such share shall rank for or be entitled to dividend accordingly Dividends may be paid or declared in any currency. The Directors may agree with any member that dividends which at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved

141 POWER TO PAY INTERIM DIVIDENDS

If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and subject thereto may also from time to time pay interim dividends of such amounts and on such dates as they think fit. If the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of any interim dividend on any shares having non-preferred or deferred rights.

142 SHARE PREMIUM ACCOUNT

Subject to the provisions of and save as provided by the Statutes, if the Company shall issue shares at a premium, whether for cash or otherwise, the Directors shall transfer a sum equal to the aggregate amount or value of the premiums to an account to be called "Share Premium Account" and any amount for the time being standing to the credit of such account shall not be applied in the payment of dividends

143. DIVIDENDS NOT TO BEAR INTEREST

No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

144 DEDUCTION OF DEBTS DUE TO COMPANY

The Directors may deduct from any dividend or other moneys payable to any member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company.

145 RETENTION OF DIVIDENDS AND BONUSES PAYABLE ON SHARES OVER WHICH COMPANY HAS A LIEN

The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

146 RETENTION OF DIVIDENDS AND BONUSES WHERE A SECTION 212 NOTICE HAS NOT BEEN COMPLIED WITH

Subject to the provisions of **Article 147**, the Directors may also retain any dividend or other moneys otherwise payable on or in respect of a share if:

- 146 1 a notice has been duly served in respect of the share pursuant to section 212(1) of the Act or any other provision of the Statutes concerning the disclosure of interests in voting shares; and
- 146.2 the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent of that class of share; and
- 146.3 the person or persons on whom the notice was served failed to comply with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service thereof) and remains in default in complying with such notice.

147 WHEN RIGHT OF RETENTION UNDER ARTICLE 146 CEASES

- 147 1 Where any right of retention has arisen under the provisions of **Article 146** with regard to a particular share, it shall cease to be applicable to that share (and so that, subject to the provisions of **Article 148**, any dividend or other moneys retained pursuant to the provisions of **Article 146** in respect of that share shall again become payable) upon

- 147 1.1 the person or persons on whom the notice referred to in **Article 146** was served ceasing to be in default in complying with such notice; or

- 147 1.2 the Directors deciding (in their absolute discretion) that such right of retention shall cease to be applicable to that share; or

- 147 1.3 the expiry of the period of seven days commencing on the date of receipt by the Company at the Transfer Office of a bona fide notice of the sale of that share through a recognised investment exchange or other recognised market

or as a result of an acceptance of a take-over offer (which shall mean an offer to all of the holders, or to all of the holders other than the offeror and his nominee, of shares in the Company to acquire such shares or a specified proportion or number thereof or to all of the holders, or to all of the holders other than the offeror and his nominee, of a particular class of those shares to acquire the shares of that class or a specified proportion or number thereof),

as the case may be and whichever shall first occur.

147.2 If and for so long as a person is in default in complying with such a notice as is referred to in **Article 146**, the consequences of such default under that Article shall also apply (but with effect from allotment) to any additional share allotted after service of the notice in right of the shares which were the subject of the notice (including, without limitation, any share allotted pursuant to a rights issue or a bonus issue) as if such additional share had also been the subject of the notice

147.3 For the purposes of **Article 146** and the foregoing provisions of this **Article 147**, a person shall be deemed to be in default in complying with such a notice as is referred to in those Articles if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false.

148. **UNCLAIMED DIVIDENDS**

All unclaimed and retained dividends may be invested or otherwise made use of by the Directors for the benefit of the Company as they shall think fit until the same be claimed or cease to be liable to retention pursuant to these Articles and so that the Company shall not thereby be constituted as a trustee in respect thereof and any dividend remaining unclaimed or retained in accordance with these Articles after a period of twelve years from the date such dividend becomes due for payment shall be forfeited and shall revert to the Company.

149. **PAYMENT OF DIVIDENDS IN SPECIE**

With the sanction of an ordinary resolution of the Company any dividend may be paid and satisfied, either wholly or in part, by the distribution of specific assets, and in particular of paid up shares or debentures of any other company, or partly in one way and partly in the other, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution the Directors may settle the same as they think expedient and in particular may issue fractional certificates and

fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors

150. RECEIPTS BY JOINT HOLDERS

If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.

151. METHOD OF PAYMENT OF CASH DIVIDENDS

Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque, warrant or similar financial instrument sent through the post to the registered address of the member or person entitled thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person at such address as such member or person or persons may by writing direct or by bank or other funds transfer system as the Directors may consider appropriate. Every such cheque, warrant or transfer shall be made payable to, or to the order of, the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct. Payment of a cheque or warrant by the banker upon whom it is drawn or (as the case may be) the debiting of the Company's account in respect of a bank or funds transfer shall be a good discharge to the Company. Every such cheque, warrant or transfer shall be sent at the risk of the person entitled to the money represented thereby

152. RIGHT TO STOP SENDING DIVIDEND CHEQUES OR WARRANTS BY POST

Notwithstanding the provisions of **Article 151** or any direction given to the Company pursuant thereto, the Company may stop sending dividend cheques or warrants by post in relation to a share if:

- 152.1 dividend cheques or warrants have been sent by post and returned undelivered or left uncashed for a period of at least six months on two consecutive occasions, or

- 152 2 a dividend cheque or warrant has been sent by post to the registered address of the member or other person entitled to the dividend on that share, and returned undelivered or left uncashed for a period of at least six months and thereafter reasonable enquiries have failed to establish any new address of such member or person.

If the Company exercises the right conferred upon it by the foregoing provisions of this Article, it shall not be required to use any other method of paying dividends on the share in question but, subject to the provisions of these Articles, shall recommence sending cheques or warrants (or using another method of payment) in respect of dividends on that share if the member or other person entitled to the dividend claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.

153. POWER TO SPECIFY RECORD DATES

Any resolution declaring or resolving to pay a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that such dividend shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and in such event such dividend shall be payable to them in accordance with their respective holdings so registered notwithstanding any subsequent transfer or transmission of such shares, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall mutatis mutandis apply to capitalisations to be effected in pursuance of **Article 155.**

SHARES IN LIEU OF DIVIDEND

154. POWER TO OFFER SHARES IN LIEU OF DIVIDENDS

- 154 1 The Directors may, with the sanction of an ordinary resolution of the Company, offer the holders of ordinary shares in the capital of the Company the right to elect to receive in respect of all or part of their holding of such ordinary shares, additional ordinary shares in the Company, credited as fully paid, instead of cash in respect of all or part of such dividend or dividends and (subject to the following provisions of this Article) upon such terms and conditions and in such manner as may be specified in such ordinary resolution and otherwise as the Directors may determine. Any such resolution may specify a particular dividend and/or all or any dividends (or any part of such dividends) declared or paid within a specified period but no such period may

end later than the end of the fifth annual general meeting next following the date on which such ordinary resolution is passed.

154.2 When any such right of election is to be offered to the holders of ordinary shares pursuant to this Article, the Directors shall make such offer to such holders in writing (conditionally, if the necessary ordinary resolution has yet to be passed, upon such resolution being passed) and shall make available to or provide such holders with forms of election (in such form as the Directors may approve) whereby such holders may exercise such right and shall notify such holders of the procedure to be followed and of the place at which, and the latest date and time by which duly completed forms of election must be lodged in order to be effective.

154.3 Each holder of ordinary shares who elects to receive additional ordinary shares in the Company under a right offered to him pursuant to this Article shall be entitled to receive such whole number of additional ordinary shares as is as nearly as possible equal in value (calculated on the basis of the Market Value of an additional ordinary share in the Company) to (but not in excess of) the cash amount (disregarding any tax credit) that such holder would otherwise have received by way of dividend. For the purposes of this Article, the "Market Value" of an additional ordinary share in the Company shall be

154.3.1 equal to the average of the middle market quotations for an ordinary share in the Company on the London Stock Exchange, as derived from the Daily Official List of the London Stock Exchange, if the issued ordinary share capital of the Company is listed, or

154.3.2 equal to the average of the middle market quotations for an ordinary share in the Company on the Alternative Investment Market of the London Stock Exchange if the issued ordinary share capital of the Company is dealt in such market,

in either case on such five consecutive dealing days as the Directors shall determine (save that the first of such dealing days shall be on or after the day when the issued ordinary shares in the Company are first quoted "ex" the relevant dividend) or to the nominal value of an ordinary share in the Company (whichever is the higher)

154.4 Following an election by holders of ordinary shares in accordance with this Article, the relevant dividend (or that part of a dividend in respect of which a right of election has been offered) shall not be payable on the ordinary shares in respect of which the election was made but, in lieu thereof, the Directors shall capitalise out of any undivided profits of the Company not required for paying any preferential dividend

(whether or not they are available for distribution) or out of any sum standing to the credit of the Company's share premium account or capital reserves (including any capital redemption reserve), as the Directors may determine, a sum equal to the aggregate nominal value of the number of additional ordinary shares required to be allotted to the holders of ordinary shares who have made such election and shall apply such sum in paying up in full such number of additional ordinary shares and shall allot and distribute the same to and amongst such holders on the basis set out in **Article 154.3** save that the foregoing provisions of this paragraph shall be subject to any right of the Directors under these Articles to retain any dividend or other moneys payable on or in respect of any share or shares of a particular member.

- 154.5 The additional ordinary shares so allotted shall rank *pari passu* in all respects with the fully paid ordinary shares in the Company then in issue save that they shall not be entitled to participate in the dividend in relation to which the relevant election was made.
- 154.6 The Directors may at their discretion make any rights of election offered pursuant to this Article subject to such exclusions or arrangements as they may consider necessary or expedient to deal with any legal or other difficulties which would or may otherwise arise under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory.
- 154.7 The Directors may make such provision as they think fit for any fractional entitlements including provisions whereby fractional entitlements are retained and accumulated on behalf of any holder of ordinary shares and such retained entitlements are applied in the allotment of fully paid ordinary shares by way of bonus to such holder or cash subscription of fully paid ordinary shares on such holder's behalf.

CAPITALISATION OF PROFITS AND RESERVES

155 POWER TO CAPITALISE PROFITS AND RESERVES

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

- 155.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital reserves,

- 155.2 appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full any unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other but the share premium account, the capital redemption reserve, and any reserves which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid,
- 155.3 resolve that any shares allotted under this Article to any member in respect of a holding by him of any partly paid ordinary shares shall, so long as such ordinary shares remain partly paid, rank for dividends only to the extent that such partly paid ordinary shares rank for dividend,
- 155.4 make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this **Article 155** in fractions,
- 155.5 authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made (whether or not in writing) under such authority being binding on all such members, and
- 155.6 generally do all acts and things required to give effect to such resolution as aforesaid

MINUTES AND BOOKS

156 REQUIREMENTS RE: MINUTES

The Directors shall cause minutes to be made in books to be provided for the purpose.

- 156.1 of all appointments of officers made by the Directors;
- 156.2 of the names of the directors present at each meeting of the Directors and of any committee appointed by the Directors, and

- 156 3 of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees appointed by the Directors,

and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such appointments were made, or such directors were present, or such resolutions were passed or proceedings held (as the case may be), or by the chairman of the next succeeding meeting of the Company or the Directors or committee (as the case may be), shall be sufficient evidence without any further proof of the facts therein stated.

157. **REQUIREMENTS RE: REGISTERS**

The Directors shall duly comply with the provisions of the Statutes and in particular the provisions in regard to registration of charges and in regard to keeping a register of members, a register of directors and secretaries, a register of charges, a register of directors' interests and a register for recording information relating to interests in the share capital of the Company, and to the production and furnishing of copies of or extracts from such registers, and in regard to keeping and making available for inspection copies and memoranda of directors' service contracts

158. **FORM OF REGISTERS**

Any register, index, minute book, book of account or other book required by these Articles or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery

ACCOUNTS

159. **COMPLIANCE WITH STATUTES**

The Directors shall cause the Company to comply with the provisions of the Statutes with regard to the keeping of accounting records

160. **RIGHTS TO INSPECT BOOKS**

The accounting records shall be kept at the Office, or at such other place within Great Britain as the Directors think fit, and shall always be open to the inspection of the Directors. No member (other than a director) shall have any right of inspecting

any account or book or document of the Company except as conferred by statute or authorised by the Directors.

161 PRESENTATION OF ACCOUNTS ETC TO MEMBERS

The Directors shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before a general meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary

162. RIGHTS TO RECEIVE COPIES OF ACCOUNTS

A printed copy of every balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles provided that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. Whenever any of the shares, debentures or other securities of the Company are listed or otherwise quoted or dealt in on the London Stock Exchange or any other recognised stock exchange, there shall be forwarded to the appropriate officer of such stock exchange such number of copies of such documents as may for the time being be required under its regulations or practice.

AUDITORS

163. COMPLIANCE WITH STATUTES

The provisions of the Statutes as to the appointment, powers, rights, remuneration and duties of the Auditors shall be complied with

164. VALIDITY OF ACTS OF AUDITORS

Subject to the provisions of the Statutes, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

165. AUDITORS' ENTITLEMENT RE: GENERAL MEETINGS

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.

NOTICES

166. SERVICE OF NOTICES

Any notice or document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it by post in a pre-paid cover addressed to such member at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices or documents. Where a notice or other document is sent by post, service or delivery shall be deemed to be effected 24 hours (or, where second-class mail is employed, 48 hours) after the time when the cover containing the same is posted (save that, if the foregoing provisions of this sentence would otherwise result in a notice or other document being deemed to have been served or delivered on a Sunday or a Bank or Public Holiday, such service or delivery shall be deemed to be effected at 9 00am on the next following day which is not a Bank or Public Holiday) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted

167. NOTICES TO JOINT HOLDERS

In the case of joint holders of a share all notices shall be given to that one of the joint holders (if any) described in the Register as having an address for service in the United Kingdom whose name stands first in the Register and notice so given shall be sufficient notice to all the joint holders

168. DEATH OR BANKRUPTCY OF A MEMBER

A person entitled to a share in consequence of the death or bankruptcy of a member shall (upon supplying to the Company such evidence as the Directors 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) 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 a sufficient service or 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 registered address of any member in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt and whether or not the Company has 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 joint holder

169. MEMBERS WITH ADDRESSES OUTSIDE THE UK

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

170. ATTENDANCE AT MEETING TO SIGNIFY RECEIPT OF NOTICE

Any member present, either personally or by proxy, at any meeting of the Company or class of members of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

171. SUSPENSION OF POSTAL SERVICES

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon 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 seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

172. NOTICE BY ADVERTISEMENT

Any notice required to be given by the Company to members and not expressly provided for by these Articles or the Statutes shall be sufficiently given if given by advertisement. Any notice required to be or which may be given by advertisement pursuant to this Article shall be advertised once in at least one national daily newspaper and shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears

173. RECORD DATES FOR SERVICE

Any notice or other document may be served or delivered by the Company by reference to the Register as it stands at any time not more than 15 days before the date of service or delivery. No change in the Register after that time shall invalidate that service or delivery. Where any notice or other document is served on or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document but shall be bound by every notice (save as otherwise provided by these Articles) in respect of such shares which previously to his name and address being entered in the Register shall be duly given to the person from whom he derives his title to such shares

174. SIGNATURE OF NOTICE

The signature to any notice to be given by the Company may be written or printed.

UNTRACED SHAREHOLDERS

175. MEMBERS WITH NO VALID REGISTERED ADDRESS NEED NOT BE SENT NOTICES ETC

In addition and without prejudice to the provisions of **Article 152**, where the registered address of any member or (if he has no registered address within the United Kingdom) the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices or documents appears to the Directors to be incorrect or out of date such member may, if the Directors so resolve, be treated as if he had no registered address or address for the service of notices or documents, and the Company will not thereafter be obliged to send to such member notices of meetings or copies of the documents referred to in **Article 162** or any of them until he shall have supplied in writing to the Company a new registered address or address within the United Kingdom for the service of notices or documents, provided that no resolution as aforesaid shall be moved by the Directors until notices or other documents sent to the registered address or address for the service of notices or documents (as the case may be) of such member have been returned undelivered on at least two consecutive occasions or, following one such occasion, reasonable enquiries have failed to establish a new address of such member.

176. **POWER OF COMPANY TO SELL SHARES OF UNTRACED MEMBERS**

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

- 176.1 for a period of twelve years no cheque or warrant sent by the Company through the post in a prepaid envelope addressed to the member or to the person entitled by transmission to the share at his address on the Register or other the last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission; and
- 176.2 no less than three dividend warrants have been sent by post to the address referred to in **Article 176.1** in the twelve year period referred to in that Article, and
- 176.3 the Company has at the expiration of the said period of twelve years by advertisement in both a national daily newspaper and in a newspaper circulating in the area in which the address referred to in **Article 176.1** is located given notice of its intention to sell such share, and
- 176.4 the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the member or person entitled by transmission, and
- 176.5 the Company has first given notice in writing to the London Stock Exchange of its intention to sell such shares and complied with the requirements of that Exchange in relation thereto

and if, during any twelve year period referred to in **Article 176.1**, further shares have been allotted in right of those held at the beginning of such period or of any previously allotted during such period and all the requirements of **Articles 176.3 to 176.5** inclusive have been satisfied in regard to such further shares, the Company may also sell those further shares.

Upon any such sale as aforesaid the Directors may appoint some person to execute or otherwise effect a transfer of the share or shares sold to the purchaser in the name and on behalf of the registered holder thereof or the person (if any) entitled by transmission to such share or shares and may enter the purchaser's name in the Register as holder thereof, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the

proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. The Company shall account to the member or other person entitled to such share for the net proceeds of such sale and shall be deemed to be his debtor and not a trustee for him in respect of the same. Any moneys not accounted for to the member or other person entitled to such share shall be carried to a separate account and shall be a permanent debt of the Company. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

WINDING UP

177. DISTRIBUTION OF ASSETS BY LIQUIDATOR

Subject to any special rights for the time being attached to any class of shares, on a return of assets on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be distributed in proportion to the amounts paid up or deemed to be paid up on the shares of the Company then in issue

178. POWERS OF LIQUIDATOR

If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of an extraordinary resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members but so that if any such division shall be otherwise than in accordance with the existing rights of the members every member shall have the same right of dissent and other ancillary rights as if such resolution were a special resolution passed in accordance with section 110 of the Insolvency Act 1986. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability

DESTRUCTION OF DOCUMENTS

179 CIRCUMSTANCES IN WHICH COMPANY MAY DESTROY CERTAIN DOCUMENTS

179 1 The Company shall be entitled to destroy

179.1 1 all instruments of transfer which have been registered - at any time after the expiration of six years from the date of registration thereof,

179.1 2 all dividend mandates and any variations or cancellations thereof and all notifications of change of address - at any time after the expiration of two years from the date of recording thereof,

179 1 3 all registered share certificates which have been cancelled - at any time after the expiration of one year from the date of such cancellation,

179 1.4 all paid dividend warrants and cheques - at any time after the expiration of one year from the date of actual payment thereof,

179 1.5 all instruments of proxy which have been used for the purpose of a poll - at any time after the expiration of one year from the date of such use save that, in the case of proxies which are used for the purpose of a poll at an adjourned meeting as well as at the original meeting, such period of one year shall commence on the date of the last such use;

179 1 6 all instruments of proxy which have not been used for the purpose specified in **Article 179.1.5** - at any time after one month from the end of the meeting (or any adjournment thereof) to which the instrument relates, and

179.1.7 any other document on the basis of which any entry in the Register has been made - at any time after the expiration 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 entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid and effective document duly and properly cancelled, that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in

the books or records of the Company and that every paid dividend warrant and cheque so destroyed was duly paid

- 179.2 The foregoing provisions of this **Article 179** shall apply only to the destruction of a document in good faith and without express notice to the Company of any claim (regardless of the parties thereto) to which the document might be relevant.
- 179.3 Nothing contained in this **Article 179** 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 **Article 179.2** are not fulfilled.
- 179.4 References in this **Article 179** to the destruction of any document include references to the disposal thereof in any manner.

SECRECY

180. **MEMBERS NOT ENTITLED TO INFORMATION WHICH BOARD CONSIDERS WOULD BE INEXPEDIENT TO COMMUNICATE TO THE PUBLIC**

No member or general meeting or other meeting of members shall be entitled to require discovery of or any information respecting any detail of the Company's trading or the trading of any of its subsidiaries or any matter that is or may be in the nature of a trade secret or secret process, or that may relate to the conduct of the business of the Company or any of its subsidiaries which in the opinion of the Board it would be inexpedient in the interests of the Company to communicate to the public.

INDEMNITY

- 181 **INDEMNITY TO DIRECTORS AND OTHER OFFICERS**

- 181 1 Without prejudice to any indemnity to which the person concerned may be otherwise entitled, every director, alternate director, secretary or other officer of the Company shall be entitled to be indemnified by the Company against any liability incurred by him:

181 1 1 in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted, or

181 1 2 in connection with any application under section 144(3) or (4) of the Act (acquisition of shares by innocent nominee) or section 727 of the Act

(general power to grant relief in case of honest and reasonable conduct) in which relief is granted to him by the court.

- 181.2 Subject to the provisions of, and so far as may be permitted by, the Statutes but without prejudice to any indemnity to which the person concerned may be otherwise entitled, every such officer of the Company as is referred to in **Article 181.1** shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office.
- 181.3 The Directors may purchase and maintain at the cost of the Company insurance cover for any such officer as is referred to in **Article 181.1** against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust towards the Company or otherwise in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as an officer of the Company

APPENDIX 1*

So that by way of example in respect of Article 6A, if an Offer Shareholder subscribes for 1000 Ordinary Shares at a price of 55p pursuant to the Offer and thereafter the Company proposed to issue Shares to a third party at a price of 40p (the "Third Party Price") then the Company must issue Bonus Shares to the Offer Shareholders as follows:

Offer Shareholder	1000 shares @ 55p	=	£550
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The Offer Shareholder must receive sufficient Bonus Shares to put them in the same position as if they had subscribed for the Offer Shares at the Third Party Price. So, had the Offer Shareholder subscribed at 40p pursuant to the Offer, he would have received:

No of Bonus Shares = £550 – 1000

40p

= 1375 – 1000

= 375 Bonus Shares

The Offer Shareholder must receive an additional 375 Bonus Shares

*As amended by Special Resolution passed at an Extraordinary General Meeting of the Company held on 8th August 2002

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signed:

Dated:

Name Anthony Guy Evans

Address: 3 Sturton Street
 Cambridge
 CB1 2QG

Occupation. Solicitor

Signed:

Dated:

Name: Philip Richard Speer

Address: 4 Vicarage Fields
 Hemingford Grey
 Huntingdon
 Cambridgeshire
 PE28 9BY

Occupation Solicitor

WITNESS TO THE ABOVE SIGNATURES

Witness signature

Name

Address:

Occupation