

Company registration number 5612963

**RESOLUTIONS**

of

**BLACKROCK COMMODITIES INCOME INVESTMENT TRUST PLC**

**PASSED ON 28 SEPTEMBER 2010**



At the General Meeting of the above named Company duly convened and held at the offices of BlackRock Investment Management (UK) Limited, 33 King William Street, London EC4R 9AS on 28 September 2010 the following Resolutions were duly passed

**SPECIAL RESOLUTIONS**

- 1 **THAT**, article 4 of the Company's existing articles of association be deleted in its entirety and replaced with the following
  - "4 The Directors shall procure that an ordinary resolution shall be proposed prior to the Annual General Meeting of the Company to be held in 2011 to the effect that the Company shall continue as an investment company. If such resolution is not passed the Directors shall put proposals to the members at a general meeting to be convened by the Directors to reorganise or reconstruct the Company or to wind up the Company. If the resolution is passed, the Company will continue indefinitely and no such further resolutions will automatically be proposed "
- 3 **THAT**, conditionally upon the passing of Resolution 2 above
  - (A) new articles of association (in the form produced to the meeting and signed by the Chairman for the purposes of identification) be adopted in place of the existing articles of association,
  - (B) the directors of the Company be and they are hereby generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 (the "**Act**"), in addition to any existing authorities under section 551 of the Act, to exercise all the powers of the Company to allot up to 75 million C Shares pursuant to the Placing and Offer for Subscription (each of these terms having the same respective meanings as set out in the prospectus of the Company dated 1 September 2010 (the "**Prospectus**")) provided that this authority shall expire on the conclusion of the next annual general meeting of the Company to be held in 2011 but so that the Company may, before such expiry, make any such offer or agreement which would or might require C Shares to be allotted pursuant to any such offer or agreement as if the authority hereby conferred had not expired,
  - (C) the directors of the Company be empowered (pursuant to section 570 of the Act) to allot and make offers or agreements to allot C Shares for cash pursuant to the authority referred to in sub-paragraph (B) of this resolution above, as if section 561 of the Act did not apply to any such allotment of C Shares provided this authority shall
    - (a) be limited to the allotment of up to 75 million C Shares for cash pursuant to the Placing and Offer for Subscription (each of these terms having the same respective meanings as set out in the Prospectus), and
    - (b) expire on the conclusion of the annual general meeting of the Company to be held in 2011,
  - (D) the Company be and is hereby authorised in accordance with section 701 of the Act to make market purchases of C Shares provided that
    - (a) the maximum number of C Shares hereby authorised to be purchased is 14.99 per cent of the C Shares in issue immediately following Admission (as defined in the Prospectus),

- (b) the minimum price (exclusive of expenses) which may be paid for a C Share shall be £0.10 being the nominal value per C Share,
- (c) the maximum price (exclusive of expenses) which may be paid for a C Share shall be the highest of, (i) 5 per cent above the average of the market value of the C Shares for the five business days immediately preceding the date of purchase as derived from the Daily Official List of the London Stock Exchange, (ii) the price of the last independent trade, and (iii) the highest current independent bid on the trading venue where the purchase is carried out, and
- (d) unless renewed the authority hereby conferred shall expire at the conclusion of the annual general meeting of the Company to be held in 2011 save that the Company may prior to such expiry enter into a contract to purchase C Shares which will or may be completed or executed wholly or partly after such expiry



**CHAIRMAN**

Company No: 5612963



DATED 28 SEPTEMBER 2010

THE COMPANIES ACT 2006  
A PUBLIC COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION  
OF  
BLACKROCK COMMODITIES INCOME INVESTMENT TRUST PLC  
(Adopted by Special Resolution on 28 September 2010)

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THE COMPANIES ACT 2006

A PUBLIC COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

(Adopted by Special Resolution on 28 September 2010)

OF

BLACKROCK COMMODITIES INCOME INVESTMENT TRUST PLC

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**PART I - PRELIMINARY**

- 1 The regulations in Table A in the Schedule to the Companies (Table A-F) Regulations 1985 as amended and any model articles of association promulgated under the Companies Act 2006 shall not apply to the Company

In these articles (if not inconsistent with the subject or context and save as expressly provided herein) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively

"Act"	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,
"address"	when used in relation to electronic communications the address shall have the same meaning given to it by section 1148 of the Act (and shall further include, in the case of any Uncertificated Proxy Instructions permitted pursuant to article 82 3, an identification number of a participant in the Relevant System concerned),
"Annual General Meeting"	a meeting of the Company's members held in accordance with section 336 of the Act,
"Certificated Share"	a security which is recorded in the relevant register of securities as being held in certificated form,
"electronic signature"	anything in electronic form which the Directors require to be attached to or otherwise associated with an electronic communication for the purpose of ensuring the authenticity or integrity of the communication,
"FSMA"	the Financial Services and Markets Act 2000 (as amended),
"General Meeting"	a meeting of the Company's members other than an Annual General Meeting,

"Group"	the Company and its subsidiaries for the time being,
"in writing"	written, which expression shall include typewriting, printing, lithography, photography and other modes of representing and reproducing words in a legible and non-transitory form and this shall include in electronic form,
"London Stock Exchange"	London Stock Exchange plc,
"month"	calendar month,
"Office"	the registered office of the Company for the time being,
"Official List"	the Official List of the United Kingdom Listing Authority,
"Ordinary Resolution"	a resolution passed by at least a majority of the members entitled to attend and vote (and so attending and voting) at an Annual General Meeting or General Meeting (whether passed on a show of hands or a poll as the case may be),
"Ordinary Shares"	ordinary shares of £0 01 each in the Company,
"paid"	paid or credited as paid,
"Participating Security"	a share, class of share, renounceable right of allotment of a share or other security, title to units of which is permitted to be transferred by means of a Relevant System in accordance with the Uncertificated Securities Regulations,
"Recognised Clearing House"	a recognised clearing house within the meaning of the Financial Services and Markets Act 2000 acting in relation to a recognised investment exchange (as defined in the Financial Services and Markets Act 2000),
"Redeemable Preference Shares"	redeemable preference shares of £1 00 each in the Company,
"Relevant System"	as defined in the Uncertificated Securities Regulations, being a computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument,
"Seal"	the common seal of the Company,
"Securities Seal"	an official seal kept by the Company pursuant to section 50 of the Act,
"Special Resolution"	a resolution passed by at least three quarters of the members entitled to attend and vote (and so attending and voting) at an Annual General Meeting or General Meeting (whether passed on a show of hands or a poll as the case may be),
"Statutes"	the Act and every other statute, or subordinate legislation for the time being in force concerning companies and affecting the Company,

"these articles"	these articles of association as from time to time altered by Special Resolution,
"Transfer Office"	the place where the Register of Members is situated for the time being,
"Uncertificated Securities Regulations"	the Uncertificated Securities Regulations 2001 (SI2001/3755) including any modification thereof or any regulation in substitution therefor made under the Act and for the time being in force,
"Uncertificated Share"	a security title to which is recorded on the relevant register of securities as being held in uncertificated form and title to which may be transferred by means of a Relevant System,
"United Kingdom"	Great Britain and Northern Ireland,
"United Kingdom Listing Authority"	The Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000 (as amended),
"year"	calendar year

- 2 1 The expressions "debenture" and "debenture holder" shall respectively include "debenture stock" and "debenture stockholder"
- 2 2 In these articles
- 2 2 1 any reference to any statutory provision or enactment shall include any statutory modification or re-enactment thereof,
- 2 2 2 the expression "Secretary" shall mean any person qualified in accordance with the Statutes appointed by the Directors to perform any of the duties of the Secretary and where two or more persons are appointed to act as Joint Secretaries shall include any one of those persons,
- 2 2 3 reference to a share (or to a holding of shares) being in uncertificated form or in certificated form are references, respectively, to that share being an uncertificated unit of a security or a certificated unit of a security,
- 2 2 4 reference to a Relevant System shall be deemed to relate to the Relevant System on which the particular share or class of shares or renounceable right of allotment of a share concerned in the capital of the Company is a Participating Security for the time being, and any references in these articles to the giving of an instruction by means of a Relevant System shall be deemed to relate to a properly authenticated dematerialised instruction given in accordance with the Uncertificated Securities Regulations,
- 2 2 5 a dematerialised instruction is properly authenticated if it complies with the specifications referred to in paragraph 5(3) of Schedule 1 of the Uncertificated Securities Regulations,
- 2 2 6 reference to "electronic means" and "electronic form" shall have the same meaning as given to them in the Act,
- 2 2 7 words and expressions used in the Uncertificated Securities Regulations shall (if not inconsistent with the subject or context) have the same meaning when used in these



articles,

- 2 2 8 words denoting the singular shall include the plural and vice versa Words denoting the masculine shall include the feminine Words denoting persons shall include corporations,
- 2 2 9 a Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these articles,
- 2 2 10 the headings are inserted for convenience only and do not affect the construction of these articles,
- 2 2 11 any words or expressions defined in the Act shall (if not inconsistent with the subject or context) bear the same meanings in these articles

## **PART II – SHARE CAPITAL OF THE COMPANY**

The rights attaching to the Redeemable Preference Shares are as follows

### **3 1 Voting**

The Redeemable Preference Shares shall not confer any right to receive notice of or to attend or vote at any Annual General Meeting or General Meeting

### **3 2 Dividends**

The Redeemable Preference Shares shall not confer any right to receive or entitlement to any dividend

### **3 3 On a winding-up or return of capital**

The Redeemable Preference Shares confer the right to be paid out of the assets of the Company available for distribution amongst the members the amount of the capital paid up on such shares pari passu with and in proportion to any amounts of capital paid to the holders of Ordinary Shares, but shall not confer any right to participate in any surplus remaining following payment of such amounts

### **3 4 Redemption**

The Company may by notice in writing and upon tendering to a registered holder of Redeemable Preference Shares the amount of capital paid up thereon, redeem any Redeemable Preference Shares at any time (subject to the provisions of the Statutes) and such holder shall be bound to deliver up any certificate which he may have representing the same, and upon redemption the name of the registered holder shall be removed from the Register and the Redeemable Preference Shares which have been redeemed shall be cancelled

### **3 5 Certificates**

The Company shall not be obliged to issue a certificate in respect of a Redeemable Preference Share until the date falling 180 days after the allotment and issue of the same, and any transfers of Redeemable Preference Shares during such period shall be certified against the Register

The rights attaching to the C Shares and Deferred Shares are as follows

- 3 6 For the purposes of interpreting articles 3 9 to 3 15, in the event of any conflict between a provision of articles 3 9 to 3 15 and any other provision of these Articles, the provisions of articles 3 9 to 3 15 shall prevail
- 3 7 For the purposes of these articles 3 9 to 3 15 (other than in article 3 10), assets or investments attributable to the C Shares or the C Shareholders shall mean the net cash proceeds (after all expenses relating thereto) of the issue of the C Shares as invested in or represented by investments or cash or other assets from time to time
- 3 8 In Articles 3 9 to 3 15 the following expressions have the following meanings, unless the context requires otherwise, in addition to the expressions and definitions set out in Article 2 or elsewhere defined in these Articles

"Administrator"	BlackRock Investment Management (UK) Limited or such other administrator as may be appointed by the Company from time to time,
"Admission"	admission to the Official List and/or admission to trading on the London Stock Exchange of the C Shares becoming effective in accordance with the Listing Rules and the LSE Admission Standards,
"Auditors"	the auditors from time to time of the Company,
"Business Day"	a day on which London Stock Exchange plc and banks in London are normally open for business,
"C Shareholders"	holders of C Shares,
"C Shares"	C Shares of £0 1 each in the capital of the Company which convert into Ordinary Shares on Conversion,
"C Share Surplus"	means the net assets of the Company attributable to the C Shares (including, for the avoidance of doubt, any income and/or revenue (net of expenses) arising from, accruing to or relating to such assets) and such proportion of the net foreign exchange gains or losses accruing to the Company in the period between Admission and the date of winding up or other return of capital as the Directors may determine to attribute to the C Shares less such proportion of the Company's liabilities, (including the fees and expenses of the liquidation or return of capital (as the case may be)), as the Directors or the liquidator (as the case may be), shall reasonably allocate to the assets of the Company attributable to the C Shares,
"Calculation Time"	means the earliest of <ul style="list-style-type: none"> <li>(a) close of business on or immediately prior to the day on which the Manager gives notice to the Directors that at least 85 per cent of the Net Proceeds have been invested or committed to be invested in accordance with the Company's investment policy,</li> <li>(b) the close of business on the last Business Day prior to the day on which Force Majeure Circumstances have arisen or the Directors resolve that they are in contemplation,</li> </ul>

- (c) the close of business on such date as the Directors may decide is necessary to enable the Company to comply with its obligations in respect of Conversion of the C Shares, and
- (d) the close of business on the date falling six months after Admission,

"Conversion"

the conversion of the C Shares in accordance with article 3 15,

"Conversion Ratio"

is A divided by B calculated to four decimal places (with 0 00005 being rounded upwards) where

$$A = \frac{C - D}{E}$$

and

$$B = \frac{F - G}{H}$$

and where "C" is the aggregate of

- (a) the value of all investments of the Company in funds or similar vehicles attributable to the C Shares at their respective valuations as provided by the manager or administrators of such funds or similar vehicles which valuations are accepted by the Directors, subject to such adjustments as the Directors may deem appropriate to be made for any variations in the value of such investments between the date of valuation and the Calculation Time and where such valuations are not available, calculated by reference to the Directors' estimate of the value that is deemed appropriate to be made, and
- (b) the value of the investments of the Company attributable to the C Shares (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are to be valued in accordance with (c) below) at the Calculation Time which are listed or dealt in on a stock exchange or on a similar market
  - (i) calculated in the case of investments of the Company which are listed on London Stock Exchange plc according to the prices issued by London Stock Exchange plc as at the Calculation Time, being the closing middle market prices for all investments other than the FTSE 100 constituents and FTSE 100 reserve list constituents for which the last trade prices shall be used. If any such investments are traded under the London Stock Exchange Daily Electronic Trading Services ("SETS") and the latest recorded prices at which such investments have been traded as shown in the

London Stock Exchange Daily Official List differ materially from the bid and offer prices of the investments quoted on SETS as at the Calculation Time, the value of such investments shall be adjusted to reflect the fair realisable value as determined by the Directors. Investments of the Company which are listed, quoted or dealt in on any other recognised stock exchange shall be valued by reference to the closing middle market prices on the principal stock exchange or market where the relevant investment is listed, quoted or dealt in as at the Calculation Time, as shown by the relevant exchange's or market's recognised method of publication of prices for such investments. Debt related securities (including Government stocks) shall be valued by reference to the closing middle market price, subject to any adjustment to exclude any accrual of interest which may be included in the quoted price, as at the Calculation Time, or

- (ii) where such published prices are not available, calculated by reference to the Directors' belief as to a fair current trading price at the Calculation Time for those investments, after taking account of any other price publication services reasonably available to the Directors, and
- (c) the value of all other investments of the Company attributable to the C Shares at the Calculation Time at their respective acquisition costs, subject to such adjustments as the Directors may deem appropriate to be made for any variations in the value of such investments between the date of the acquisition and the Calculation Time, and
- (d) the amount which, in the Directors' opinion, fairly reflects, at the Calculation Time, the value of the current assets of the Company attributable to the C Shares (including cash and deposits with or balances at bank and including any accrued income and other items of a revenue nature less accrued expenses) together with that part of the value of any net foreign exchange gains accruing to the Company in the period between Admission and the Calculation Time as in the Directors' opinion is properly attributable to the C Shares,

"D" is the amount which (to the extent not otherwise deducted in the calculation of "C") in the Directors' opinion fairly reflects at the Calculation Time the amount of the liabilities and expenses of the Company attributable to the C Shares (including, for the avoidance of doubt, all expenses of the issue of the C Shares (as adjusted to take into account the Manager's contribution to the costs of the

Issue) together with that part of the value of any net foreign exchange losses accruing to the Company in the period between Admission and the Calculation Time as in the Directors' opinion is properly attributable to the C Shares and any accrued fee of the Manager attributable to the C Shares)

"E" is the number of C Shares in issue at the Calculation Time,

"F" is the aggregate of

- (a) the value of all investments of the Company in funds or similar vehicles attributable to the Ordinary Shares at their respective valuations as provided by the manager or administrators of such funds or similar vehicles which valuations are accepted by the Directors, subject to such adjustments as the Directors may deem appropriate to be made for any variations in the value of such investments between the date of valuation and the Calculation Time and where such valuations are not available, calculated by reference to the Directors' estimate of the value that is deemed appropriate to be made, and
- (b) the value of the investments of the Company attributable to the Ordinary Shares (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are to be valued in accordance with (c) below) at the Calculation Time, which are listed or dealt in on a stock exchange or on a similar market
  - (i) calculated in the case of investments of the Company which are listed on London Stock Exchange plc according to the prices issued by London Stock Exchange plc as at the Calculation Time, being the closing middle market prices for all investments other than the FTSE 100 constituents and FTSE 100 reserve list constituents for which the last trade prices shall be used. If any such investments are traded under SETS and the latest recorded prices at which such investments have been traded as shown in the London Stock Exchange Daily Official List differ materially from the bid and offer prices of the investments quoted on SETS as at the Calculation Time, the value of such investments shall be adjusted to reflect the fair realisable value as determined by the Directors. Investments of the Company which are listed, quoted or dealt in on any other recognised stock exchange shall be valued by reference to the closing middle market prices on the principal stock exchange or market where the relevant investment is listed, quoted or dealt in as at the Calculation Time, as shown by the relevant

exchange's or market's recognised method of publication of prices for such investments Debt related securities (including Government stocks) shall be valued by reference to the closing middle market price, subject to any adjustment to exclude any accrual of interest which may be included in the quoted price, as at the Calculation Time,

- (ii) where such published prices are not available, calculated by reference to the Directors' belief as to a fair current trading price at the Calculation Time for those investments, after taking account of any other price publication services reasonably available to the Directors, and
- (c) the value of all other investments of the Company attributable to the Ordinary Shares at the Calculation Time at their respective acquisition costs, subject to such adjustments as the Directors may deem appropriate to be made for any variations in the value of such investments between the date of acquisition and the Calculation Time, and
- (d) the amount which, in the Directors' opinion, fairly reflects, at the Calculation Time, the value of the current assets of the Company attributable to the Ordinary Shares (including cash and deposits with or balances at bank and including any accrued income or other items of a revenue nature less accrued expenses) together with that part of the value of any net foreign exchange gains attributable to such Ordinary Shares at the Calculation Time),

less such amount representing the full amount of all dividends declared but not paid and the Second Special Dividend, if declared,

"G" is the amount which (to the extent not otherwise deducted in the calculation of "F") in the Directors' opinion fairly reflects the amount of the liabilities and expenses attributable to the Ordinary Shares at the Calculation Time (including, for the avoidance of doubt, any amounts representing any accrued fees of the Manager prior to the Calculation Time together with that part of the value of any net foreign exchange losses attributable to such Ordinary Shares at the Calculation Time), and

"H" is the aggregate number of Ordinary Shares in issue at the Calculation Time,

provided always that the Directors shall be entitled to make such adjustments to the value or amount of A and/or B as the Directors believe to be appropriate having regard to, among other things, the assets of the Company immediately before the Issue Date and/or the Calculation Time,

"Conversion Time"	a time following the Second Special Dividend record date, being the opening of business in London on such Business Day as may be selected by the Directors and falling not more than 30 Business Days after such date or such other date as agreed between the Company and the Manager,
"Deferred Shares"	means deferred shares of £0.01 each in the capital of the Company arising on Conversion,
"First Special Dividend"	the special dividend anticipated to be paid by the Company in respect of the 25 per cent of the Group's existing revenue reserves after the declaration of the Interim Dividend,
"Force Majeure Circumstances"	means <ul style="list-style-type: none"> <li>(a) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable (and notwithstanding that less than the appropriate percentage of the Net Proceeds have been invested or committed to be invested in accordance with the Company's investment policy),</li> <li>(b) the issue of any proceedings challenging or seeking to challenge the power of the Company and/or its Directors to issue the C Shares with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are, proposed to be issued, or</li> <li>(c) the convening of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest,</li> </ul>
"Interim Dividend"	means any interim dividend of the Company in respect of the third quarter of the Company's financial period ending 30 November 2010,
"Issue Date"	means the date on which the admission of the C Shares to the Official List of the UK Listing Authority becomes effective or, if later, the day on which the Company receives the Net Proceeds,
"Listing Rules"	the listing rules made by the FSA under section 73A of FSMA,
"LSE Admission Standards"	the rules issued by London Stock Exchange plc in relation to the admission to trading of and continuing requirements for securities admitted to the Official List,
"Manager"	BlackRock Investment Management (UK) Limited or such other manager as may be appointed by the Company from

	time to time,
"Net Proceeds"	the net cash proceeds of the issue of the C Shares (after deduction of all expenses and commissions, if any, relating to such issue and payable by the Company),
"new Ordinary Shares"	means new Ordinary Shares arising on Conversion of the C Shares,
"Ordinary Share Surplus"	means the net assets of the Company less the C Share Surplus,
"Second Special Dividend"	means the special dividend anticipated to be paid by the Company in respect of the period between the end of the third quarter of the Company's financial period ending 30 November 2010 and the Calculation Time to be paid by reference to a record date prior to the Conversion Time, and
"Special Dividends"	the First Special Dividend and the Second Special Dividend

For the purposes of paragraph (a) of the definition of Calculation Time and the definition of Force Majeure Circumstances in relation to the C Shares, the assets attributable to the C Shares shall be treated as having been "invested" if they have been expended by or on behalf of the Company in the acquisition or making of an investment (whether by subscription or purchase) or if an obligation to make such payment has arisen or crystallised (in each case unconditionally or subject only to the satisfaction of normal pre-issue conditions) in relation to which the consideration amount has been determined or is capable of being determined by operation of an agreed contractual mechanism

### 3 9 Dividends

3 9 1 The holders of C Shares and Deferred Shares shall have the following rights to be paid dividends

3 9 1 1 the C Shareholders shall not be entitled to receive, in that capacity, and shall not be paid any dividend,

3 9 1 2 the new Ordinary Shares arising on Conversion shall rank *pari passu* with all other Ordinary Shares for dividends and other distributions declared, made or paid by reference to a record date falling after the Conversion Time, and

3 9 1 3 the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative dividend at a fixed rate of one per cent of the nominal amount thereof (the "Deferred Dividend") on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with article 3 15 (the "Relevant Conversion Date") and on each anniversary of such date payable to the holders thereof on the register of members on that date as holders of Deferred Shares but shall confer no other right, save as provided herein, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Relevant Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on that date.



- 3 9 2 No dividend or other distribution (save for purchases of any shares) shall be made or paid by the Company on any of its Ordinary Shares (other than in respect of the Interim Dividend and the Special Dividends, or any Deferred Shares for the time being in issue between the Calculation Time and the Conversion Time (both dates inclusive) and no dividend shall be declared (other than in respect of the Second Special Dividend) with a record date falling between the Calculation Time and the Conversion Time (both dates inclusive)
- 3 10 Capital
- 3 10 1 The capital and assets of the Company shall on a winding-up or on a return of capital (other than by way of purchase or redemption of any shares) prior, in each case, to Conversion be applied as follows
- 3 10 1 1 subject to Article 3 3, the Ordinary Share Surplus shall be divided *pro rata* according to the nominal capital paid up on the Ordinary Shares amongst the holders of Ordinary Shares, and
- 3 10 1 2 the C Share Surplus shall be divided amongst the C Shareholders *pro rata* according to the nominal capital paid up on the C Shares
- 3 10 2 The capital and assets of the Company shall, on a winding-up or on a return of capital (other than by way of purchase or redemption of own shares) after Conversion, be applied as follows
- 3 10 2 1 first, if there are Deferred Shares in issue, in paying to the holders of Deferred Shares one pence in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders, and
- 3 10 2 2 secondly, subject to Article 3 3, the surplus shall be divided amongst the holders of Ordinary Shares *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares
- 3 11 Voting and transfer
- In addition to the rights set out in article 3 13, each C Share shall have the right to receive notice of, attend and vote at, any General Meeting or Annual General Meeting Except as provided in article 3 13, the Deferred Shares shall not carry any right to receive notice of, or attend or vote at, any General Meeting or Annual General Meeting The C Shares shall be transferable in the same manner as the Ordinary Shares
- 3 12 Redemption
- 3 12 1 The C Shares are issued on terms that they shall be redeemable by the Company in accordance with this article 3 12 and the terms set out in these articles Subject to the terms of this article 3 12, the C Shares are not redeemable at the option of the C Shareholders
- 3 12 2 At any time prior to Conversion, the Company may, at its discretion, redeem all or any of the C Shares then in issue by agreement with any holder(s) thereof in accordance with such procedures as the Directors may determine (subject to the facilities and procedures of CREST) and in consideration of the payment of such redemption price as may be agreed between the Company and the relevant C Shareholder(s)
- 3 12 3 The following shall apply to the Deferred Shares

- 3 12 3 1 the C Shares shall be issued on such terms that the Deferred Shares arising upon Conversion (but not the Ordinary Shares arising on Conversion) may be repurchased by the Company in accordance with the terms set out herein,
- 3 12 3 2 immediately upon Conversion, the Company shall repurchase all the Deferred Shares which arise as a result of the conversion for an aggregate consideration of one pence for every 1,000,000 Deferred Shares and the notice referred to in article 3 15 below shall be deemed to constitute notice to each holder of C Shares (and any person or persons having rights to acquire or acquiring C Shares on or after the Calculation Time) that the Deferred Shares shall be repurchased immediately upon the Conversion for an aggregate consideration of one pence for each holding of 1,000,000 Deferred Shares. On repurchase, each Deferred Share shall be treated as cancelled in accordance with section 706 of the Act without further resolution or consent, and
- 3 12 3 3 the Company shall not be obliged to (i) issue share certificates to the holders of Deferred Shares in respect of the Deferred Shares, or (ii) account to any holder of Deferred Shares for the repurchase of moneys in respect of such Deferred Shares

### 3 13 Class consents and variation of rights

- 3 13 1 Without prejudice to the generality of these articles, but subject to article 3 13 2, for so long as any C Shares are for the time being in issue it shall be a special right attaching to the existing Ordinary Shares as a class and to the C Shares as a separate class that without sanction or consent of such holders given in accordance with these articles

- 3 13 1 1 no alteration shall be made to these articles,

- 3 13 1 2 no allotment or issue will be made of any security convertible into or carrying a right to subscribe for any share capital of the Company, and

- 3 13 1 3 no resolution of the Company shall be passed to wind-up the Company

- 3 13 2 For the avoidance of doubt but subject to the rights or privileges attached to any other class of shares, the previous sanction of a special resolution of the holders of Ordinary Shares and C Shares, as described in article 3 13 1, shall not be required in respect of

- 3 13 2 1 any rights to subscribe for, or any issue of further Ordinary Shares ranking *pari passu* (or *pari passu* save as to dividends) in all respects with the existing Ordinary Shares, or

- 3 13 2 2 the sale of any shares held as treasury shares (as such term is defined in section 724(5) of the Act) in accordance with sections 727 and 731 of the Act or purchase of any shares by the Company (whether or not such shares are to be held in treasury)

### 3 14 Undertakings

- 3 14 1 Until Conversion, and without prejudice to its obligations under the Act, the Company shall in relation to the C Shares

- 3 14 1 1 procure that the Company's records and bank accounts shall be operated so that the assets attributable to the C Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall procure that separate cash accounts

shall be created and maintained in the books of the Company for the assets attributable to the C Shares, and

3 14 1 2 allocate to the assets attributable to the C Shares such proportion of the income, expenses and liabilities of the Company incurred or accrued between the Issue Date and the Calculation Time (both dates inclusive) as the Directors fairly consider to be attributable to the C Shares including, without prejudice to the generality of the foregoing, those liabilities specifically identified in the definition of "Conversion Ratio" above, and

3 14 1 3 give appropriate instructions to the Manager to manage the Company's assets so that such undertakings can be complied with by the Company

### 3 15 Conversion

3 15 1 In relation to the C Shares, such C Shares for the time being in issue shall be subdivided and converted into new Ordinary Shares and Deferred Shares at the Conversion Time in accordance with the following provisions of this article

3 15 2 The Directors shall procure that

3 15 2 1 the Administrator shall be requested to calculate, within 10 Business Days of the Second Special Dividend record date or such other date as agreed between the Company and the Manager, the Conversion Ratio as at the Calculation Time and the number of Ordinary Shares and Deferred Shares to which each C Shareholder shall be entitled on Conversion, and

3 15 2 2 the Auditors shall be requested to certify, within 20 Business Days of the Second Special Dividend record date or such other date as agreed between the Company and the Manager, that such calculations

(a) have been performed in accordance with these Articles, and

(b) are arithmetically accurate,

whereupon such calculations shall become final and binding on the Company and all holders of Ordinary Shares and C Shares, provided always, that the Directors shall be entitled to make such adjustments to the value or amount of A and/or B for the purposes of the Conversion Ratio as the Directors believe to be appropriate having regard to, among other things, the assets of the Company immediately before the Issue Date and/or the Calculation Time, the Interim Dividend and the Special Dividends

3 15 3 The Directors shall procure that, as soon as practicable following such certification, an announcement is made to a regulatory information service advising C Shareholders of the Conversion Time, the Conversion Ratio and the aggregate number of new Ordinary Shares to which C Shareholders are entitled on Conversion

3 15 4 Conversion shall take place at the Conversion Time On Conversion, the issued C Shares shall automatically subdivide into 10 conversion shares of £0 01 each and such conversion shares of £0 01 each shall automatically convert into such number of new Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed

3 15 4 1 the aggregate number of Ordinary Shares and Deferred Shares into which the same number of conversion shares of £0 01 each are converted equals

the number of C Shares in issue on the Calculation Date multiplied by the Conversion Ratio (rounded down to the nearest whole Ordinary Share), and

3 15 4 2 each conversion share of £0 01 which does not so convert into an Ordinary Share shall convert into one Deferred Share

3 15 5 The new Ordinary and Deferred Shares arising upon the Conversion of C Shares shall be divided amongst the former C Shareholders *pro rata* according to their respective former holdings of C Shares (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to Ordinary Shares and Deferred Shares, including, without prejudice to the generality of the foregoing, selling or redeeming any such shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company) and for such purposes any Director is hereby authorised as agent on behalf of the former C Shareholders, in the case of a share in certificated form, to execute any stock transfer form and to do any other act or thing as may be required to give effect to the same including, in the case of a share in uncertificated form, the giving of directions to or on behalf of the former C Shareholder who shall be bound by them

3 15 6 Forthwith upon Conversion, any certificates relating to the C Shares shall be cancelled and the Company shall issue to each such former C Shareholder new certificates in respect of the Ordinary Shares which have arisen upon Conversion unless such former C Shareholder elects to hold their Ordinary Shares in uncertificated form Share certificates in respect of Deferred Shares will not be issued

3 15 7 The Directors shall be authorised to make such non-material adjustments to the terms and timing of Conversion as they shall, in their absolute discretion, consider fair and reasonable having regard to the interests of all members

3 15 8 The voting rights of existing Ordinary Shares shall not be affected by the provisions of articles 3 9 to 3 15

#### **DURATION OF THE COMPANY**

4 The Directors shall procure that an ordinary resolution shall be proposed prior to the Annual General Meeting of the Company to be held in 2011 to the effect that the Company shall continue as an investment company If such resolution is not passed the Directors shall put proposals to the members at a general meeting to be convened by the Directors to reorganise or reconstruct the Company or to wind up the Company If the resolution is passed, the Company will continue indefinitely and no such further resolutions will automatically be proposed

#### **VARIATION OF RIGHTS**

5 1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated whilst the Company is a going concern or during or in contemplation of a winding-up To every such separate General Meeting all the provisions of these articles relating to General Meetings of the Company and to the proceedings thereat shall *mutatis mutandis* apply, except that the quorum shall be two persons at least holding or representing by proxy one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting a quorum as above defined is not present, any one holder of shares of the class present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall

on a poll have one vote for every share of the class held by him. The foregoing provisions of this article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied

5 2 The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by the terms of the issue thereof, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto

5 3 The rights attached to any class of shares shall not be deemed to be varied by any securities in the capital of the Company becoming, or ceasing to be, a Participating Security

5 4 Shares in the capital of the Company will not be treated as a separate class of shares either by becoming, or by ceasing to be, a Participating Security or held in uncertificated form

#### **UNCERTIFICATED SHARES**

6 1 Subject to the Statutes, the Board may at any time resolve that a class of shares is to become a Participating Security and may at any time resolve that a class of shares shall cease to be a Participating Security

6 2 The Directors shall have power to implement any arrangements they may, in their absolute discretion, think fit in relation to the evidencing and transfer of Uncertificated Shares, subject always to the Uncertificated Securities Regulations and the rules and procedures of the Relevant System

6 3 The Company shall enter on the register of members how many shares are held by each member in uncertificated form and in certificated form and shall maintain the register of members in each case as is required by the Uncertificated Securities Regulations and the Relevant System. Unless the Directors otherwise determine, holdings of the holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings

6 4 Any share of a class which is a Participating Security, may be converted from an Uncertificated Share to a Certificated Share and from a Certificated Share to an Uncertificated Share in such manner as the Directors may in their absolute discretion, think fit, subject always to the Uncertificated Securities Regulations and the rules and procedures of the Relevant System

6 5 In relation to any class of shares which is a Participating Security, and for so long as that class of shares or any part of that class of shares remains a Participating Security, these articles shall (notwithstanding anything contained in these articles) only apply to Uncertificated Shares to the extent that they are consistent with

6 5 1 the holding of shares in that class in uncertificated form,

6 5 2 the transfer of title to the shares in that class by means of a Relevant System, and

6 5 3 the Uncertificated Securities Regulations

6 6 Where the Company is entitled under any provision of the Statutes or the rules of the Relevant System or under these articles to dispose of, forfeit, enforce a lien over or otherwise procure the sale of any shares or fractions of a share which are held in uncertificated form, the Board shall have the power (to the extent permitted by the

Uncertificated Securities Regulations and the rules and practices of the Relevant System) to take such steps as may be required, by instruction by means of the Relevant System or otherwise, to effect such disposal, forfeiture, enforcement or sale and such powers shall (to the extent permitted as aforesaid) include the right to

- 6 6 1 request or require the deletion of any computer-based entries in the Relevant System relating to the holding of such shares in uncertificated form, and/or
- 6 6 2 alter such computer-based entries so as to divest the registered holder of such shares of the power to transfer such shares to a person other than the transferee, purchaser or his nominee identified by the Company for this purpose, and/or
- 6 6 3 require any holder of any Uncertificated Shares which are the subject of any exercise by the Company of any such entitlement, by notice in writing to the holder concerned, to change his holding of such Uncertificated Shares into certificated form within such period as may be specified in the notice, prior to completion of any disposal, sale or transfer of such shares or direct the holder to take such steps as may be necessary to sell or transfer such shares, and/or
- 6 6 4 appoint any person to take such other steps in the name of the holder of such shares and such steps shall be as effective as if they had been taken by the registered holder of the Uncertificated Shares concerned

#### **PURCHASE BY THE COMPANY OF ITS OWN SHARES**

- 7 The Company may purchase its own shares (including any redeemable shares) in any manner authorised by the Act and with and subject to all prior authorities of the Company in an Annual General Meeting or General Meeting as specified under the Act provided however that the Company may not purchase any of its shares under this article if as a result of the purchase of the shares in question there would no longer be any member holding shares in the Company other than redeemable shares

#### **ALTERATION OF SHARE CAPITAL**

- 8 1 The Company may by Ordinary Resolution
  - 8 1 1 consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares,
  - 8 1 2 sub-divide its shares, or any of them, into shares of smaller nominal value (subject, nevertheless, to the provisions of the Statutes), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares, and
  - 8 1 3 redenominate its share capital by converting shares from having a fixed nominal value in one currency to having a fixed nominal value in another currency
- 8 2 Upon any consolidation, division or sub-division of shares, the Company may treat holdings of Certificated Shares and of Uncertificated Shares of the same class as if they were different holdings
- 8 3 Upon any consolidation of fully paid shares into shares of larger nominal value the Directors may as between the holders of shares so consolidated (and subject to holdings of Certificated Shares and of Uncertificated Shares being treated as different holdings) determine which shares are consolidated into each consolidated share and in the case of any shares registered in the name of one holder being consolidated with

shares registered in the name of another holder may make such arrangements as may be thought fit for the sale of the consolidated share or any fractions thereof (whether such consolidated share or fraction is in certificated or uncertificated form) and for the distribution among the persons entitled thereto of the net proceeds of such sale and for such purpose may appoint some person to transfer the consolidated share to the purchaser and may cause the name of the purchaser or the holder of the shares comprised in any such transfer to be entered into the Register of Members and he shall not be bound to see to the application of the purchase money nor shall his title to the shares in any way be affected by any invalidity or irregularity in the proceedings in reference to the sale

- 9 The Company may by Special Resolution reduce or cancel its share capital or any capital redemption reserve or share premium account in any manner and with and subject to any conditions, authorities and consents required by law

## **SHARES**

- 10 The liability of the holders of any shares or class of shares is limited to the amount, if any, unpaid on their shares
- 11 Except as required by the Statutes, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these articles or by the Statutes otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder
- 12 Subject to the provisions of the Statutes and to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any shares may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine)
- 13 Subject to the provisions of the Statutes and to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any shares may be issued on terms that such shares are, or at the option of the Company or the holder of such shares are liable, to be redeemed on such terms and in such manner as these articles may provide or the Directors may determine
- 14 Subject to the provisions of the Statutes, any relevant authority of the Company required by the Statutes, and the provisions of these articles, the Directors may allot with or without conferring a right of renunciation, grant options over or otherwise deal with or dispose of new shares to such persons, at such times and on such terms as they think proper
- 15 Subject to the Statues, the Directors may issue shares as Certificated Shares or Uncertificated Shares in their absolute discretion and these articles shall be construed accordingly
- 16 The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted The Company may also on any issue of shares pay such brokerage as may be lawful Subject to the provisions of the Statutes, any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares, the grant of an option to call for an allotment of shares or any combination of such methods
- 17 Subject to the provisions of the Statutes and of these articles, the Directors may at any

time after the allotment of any share but before any person has been entered in the Register of Members 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

## SHARE CERTIFICATES

- 18 1 The provisions of articles 18 2 to 22 (inclusive) relating to entitlement to share certificates will not apply so as to require the Company to issue to any person a certificate in respect of any share where such person holds such shares in uncertificated form
- 18 2 Subject to the Statutes, these articles and the requirements of the United Kingdom Listing Authority and London Stock Exchange plc, upon the conversion of an Uncertificated Share into a Certificated Share, the holder thereof (other than a Recognised Clearing House or a nominee of a Recognised Clearing House or a Recognised Investment Exchange) will be entitled (unless the terms of issue of that share otherwise provide) to a certificate, free of charge, in respect of all the Uncertificated Shares so converted into certificated form
- 18 3 Every definitive share certificate shall be issued under the Seal (or the Securities Seal or, in the case of shares on a branch register, an official seal for use in the relevant territory) any of which seals may be affixed by laser printer or in such other manner as the Board having regard to the terms of issue, the Statutes and the regulations of the United Kingdom Listing Authority and London Stock Exchange plc may authorise, or signed (whether personally or otherwise and including by facsimile signature, howsoever applied) by a Director and the secretary or by two Directors, and shall specify the number and class of shares to which it relates and the amount paid up thereon. No definitive certificate shall be issued representing shares of more than one class. Unless the Directors otherwise determine no definitive certificate shall be issued in respect of shares held by a Recognised Clearing House or a nominee of a Recognised Clearing House or a Recognised Investment Exchange
- 19 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 or more joint holders shall be sufficient delivery to all
- 20 Subject to the provisions of these articles, any person excluding a Recognised Clearing House to whom no certificate is to be issued pursuant to article 18 2 above whose name is entered in the Register of Members in respect of any shares of any one class upon the issue or transfer thereof shall be entitled without payment to a certificate therefor (in the case of issue) within two months (or such longer period as the terms of issue shall provide) after allotment or (in the case of a transfer) transfer
- 21 Where some 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
- 21 1 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
- 21 2 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, comply with such a request



- 21 3 If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares must be issued to the holder upon request subject to delivery up of the old certificate or (if the old certificate is alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and (in either case) to the payment of such exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit
- 21 4 In the case of shares held jointly by several persons any such request may be made by any one of the joint holders
- 22 All forms of certificate for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates and other like documents) shall, except to the extent that the terms and conditions for the time being relating thereto otherwise provide, be issued under a seal or in such other manner as the Board (subject to the provisions of the Statutes and the regulations of the United Kingdom Listing Authority and the London Stock Exchange) may authorise. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon or that such certificates need not be signed by any person
- 23 Subject to the Statutes, the Company may issue shares in uncertificated form and permit the same (whether or not in such form) to be transferred without the production of written forms of transfer or the creation of certificates and the Board may from time to time lay down regulations governing such issue and transfer, which regulations shall (to the extent they specify) operate in substitution for the relevant provisions of these articles governing certificates and the transfer of shares

#### **CALLS ON SHARES**

- 24 The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments
- 25 Each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all instalments and calls in respect thereof and any of such persons may give effectual receipts for any return of capital in respect of such share. A call may be revoked or postponed as the Directors may determine
- 26 If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding fifteen per cent per annum) as the Directors may determine 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 non-payment of such call but the Directors shall be at liberty in any case or cases to waive payment of such interest, costs, charges and expenses wholly or in part
- 27 Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of the issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these articles be deemed to be a call duly made

and payable on the date on which by the terms of the issue the same becomes payable. In case of non-payment all the relevant provisions of these articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified

- 28 If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share
- 29 The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment
- 30 The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish pro tanto the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding twelve per cent per annum) as the member paying such sum and the Directors agree upon. The Directors may also at any time repay the amount so advanced upon giving to such members one month's notice in writing

#### **FORFEITURE**

- 31 If a member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment
- 32 The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited
- 33 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 and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder and in such case reference in these articles to forfeiture shall include surrender
- 34 A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender 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 at any time before a sale, re-allotment or disposition the forfeiture or surrender may be annulled by the Directors on such terms as they think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid
- 35 A member whose shares have been forfeited or surrendered shall cease to be a member in respect of those shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with

interest thereon at such rate (not exceeding fifteen per cent per annum) as the Directors may determine from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or waive payment in whole or in part

- 36 Where any share has been forfeited, notice of the forfeiture shall be served on the person who was before forfeiture the holder of the share, but no forfeiture shall in any manner be invalidated by any omission or neglect to give such notice as aforesaid
- 37 The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified

#### **LIEN**

- 38 Subject to the provisions of section 670 of the Act, the Company shall have a first and paramount lien 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 Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this article
- 39 The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy
- 40 The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser
- 41 A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share

#### **TRANSFER OF SHARES**

- 42 1 Unless the Directors otherwise determine (subject to the provisions of the Statutes) all transfers of Certificated Shares shall be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors and may be under hand only. In such case the 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 of Members in respect thereof.

- 42 2 All transfers of Uncertificated Shares shall be made in the manner provided for in the rules and procedures of the operator of the Relevant System and in accordance with and subject to the Uncertificated Securities Regulations.
- 43 1 Subject to the requirements of the United Kingdom Listing Authority and the London Stock Exchange, the Company shall register a transfer of title to any Uncertificated Share or any renounceable right or allotment of a share which is a Participating Security held in uncertificated form in accordance with the Uncertificated Securities Regulations, but so that the Directors may refuse to register such transfer in any circumstance permitted or required by the Uncertificated Securities Regulations and the requirements of the Relevant System.
- 43 2 If at any time (a) the aggregate number of "U S Persons" within the meaning of Regulation S of the US Securities Act of 1933 who are beneficial owners of shares in the Company (which shall include beneficial owners by attribution pursuant to section 3(C)(1)(A) of the United States Investment Company Act 1940) (being referred to as "U S -held Shares") is more than 80 or (b) the holding or beneficial ownership of any shares in the Company would (whether on its own or taken with other shares), in the opinion of the Directors, cause the assets of the Company to be considered "plan assets" within the meaning of Regulation S adopted by the United States Department of Labor under the Employee Retirement Income Security Act of 1974 ("ERISA"), then any shares which the Directors decide are shares which are beneficially owned by U S Persons who are in excess of the maximum of 80 or are beneficially owned as referred to in (b) above (together "Prohibited Shares") must be dealt with in accordance with article 43 3 below. The Directors may at any time give notice in writing to the holder of a share requiring him to make a declaration as to whether or not the share is a U S -held Share or is owned by a benefit plan investor (within the meaning of ERISA).
- 43 3 The Directors shall give written notice to the holder of any share which appears to them to be a Prohibited Share requiring him within 21 days (or such extended time as the Directors consider reasonable) to transfer (and/or procure the disposal of interests in) such share to another person so that it will cease to be a Prohibited Share. From the date of such notice until registration for such a transfer or a transfer arranged by the Directors as referred to below, the share will not confer any right on the holder to receive notice of or to attend and vote at an Annual General Meeting or General Meetings of the Company and of any class of shareholders) and those rights will vest in the Chairman of any such meeting, who may exercise or refrain from exercising them entirely at his discretion). If the notice is not complied with within 21 days to the satisfaction of the Directors, the Directors shall arrange for the Company to sell the share at the best price reasonably obtainable to any other person so that the share will cease to be a Prohibited Share. The net proceeds of sale (with interest at such rate as the Directors consider appropriate) shall be paid over by the Company to the former holder upon surrender by him of the relevant share certificate.
- 43 4 The Directors may decline to register any transfer of shares to any person (a "Non-Qualified Holder") to whom a transfer would, if registered, cause the assets of the Company to be considered "plan assets" within the meaning of ERISA or the aggregate number of U S -held Shares to exceed 80. Accordingly, the Directors may refuse to recognise such transfer and may direct any Non-Qualified Holder to transfer shares, as appropriate, or failing such transfer, transfer compulsorily such shares on the terms set out in article 43 3.
- 43 5 The Directors may in their absolute discretion and without assigning any reason

therefor refuse to register any transfer of shares not being fully paid shares, provided always that the Directors shall not exercise their discretion in such a way as to prevent dealings in shares listed on the Official List and admitted to trading on the London Stock Exchange taking place on an open and proper basis

- 43 6 The Directors may refuse to register a transfer of shares (whether fully paid or not and whether held in certificated form or not)
- 43 6 1 to an entity which is not a legal or natural person,
- 43 6 2 to a minor, or
- 43 6 3 to be held jointly by more than four persons
- 43 7 The Directors may also refuse to register a transfer of any shares (whether fully paid or not) where the holding represents at least 0.25 per cent of the issued shares of the relevant class and the holder or other person appearing to be interested therein for the purposes of articles 74 1 to 74 4 inclusive below has failed to comply with the statutory disclosure requirements under the terms of those articles. Provided that this restriction on transfer shall cease to be applicable not more than seven days after the earlier of (a) receipt by the Company of notice that there has been a transfer of the shares pursuant to an arm's length sale as defined in article 74 4 and (b) due compliance, to the satisfaction of the Company, with the statutory disclosure requirements as referred to in article 74 1
- 43 8 If the Directors refuse to register a transfer pursuant to the provisions of this article they shall send to the transferee notice of the refusal within two months after the date on which the transfer was lodged with the Company (in the case of Certificated Shares) or within two months after the date on which the appropriate instructions were received by or on behalf of the Company (in the case of Uncertificated Shares) in accordance with the rules and procedures of the Relevant System
- 43 9 In exceptional circumstances approved by the United Kingdom Listing Authority and the London Stock Exchange, approval of transfers of fully paid Certificated Shares may be refused by the Board
- 44 1 The Directors may decline to recognise any instrument of transfer unless the instrument of transfer (duly stamped) is in respect of only one class of share and is lodged at the Transfer Office accompanied by the relevant share certificate(s) 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). In the case of a transfer by a Recognised Clearing House the lodgement of share certificates will only be necessary if, and to the extent that, certificates have been issued in respect of the shares in question
- 44 2 All instruments of transfer which are registered may be retained by the Company
- 45 No fee will be charged by the Company in respect of the registration of any instrument of 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 of Members affecting the title to any shares

#### **DESTRUCTION OF DOCUMENTS**

- 46 1 The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration

thereof and all dividend mandates and notifications of change of address (including an address notified to the Company for the delivery and receipt of electronic communications) at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof 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 any instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer or other document so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and 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 Provided always that

- 46 1 1 the provisions of this article shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant,
- 46 1 2 nothing in this article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where a document is destroyed otherwise than in good faith or with notice of a claim, and
- 46 1 3 references in this article to the destruction of any document include references to the disposal of it in any manner
- 46 2 References in this article to instruments of transfer shall include, in relation to Uncertificated Shares, instructions and/or notifications made in accordance with the rules and procedures of the Relevant System relating to the transfer of such shares

#### **TRANSMISSION OF SHARES**

- 47 In case of the death of a shareholder, 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 person or persons recognised by the Company as having any title to or interest in the 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 held by him
- 48 Any person becoming entitled to a share in consequence of a death or bankruptcy of a member or of any other event giving rise by operation of law to such entitlement may (subject as herein provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share either be registered himself as a holder of the share upon giving the Company notice in writing of his desire to be so registered 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 or other event as aforesaid had not occurred and the notice or transfer were a transfer executed by such member
- 49 Save as otherwise provided by or in accordance with these articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member or other event giving rise by operation of law to such entitlement shall (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any

right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share. Provided Always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with

### **SHARE WARRANTS**

- 50 The Directors may issue warrants ("Share Warrants") with respect to fully paid up shares stating that the bearer is entitled to the shares therein specified, and may provide by coupons or otherwise for the payment of future dividends on the shares included in such warrants. The Directors may determine and from time to time vary the conditions upon which Share Warrants shall be issued and upon which a new Share Warrant or coupon shall be issued in the place of one worn out, defaced or destroyed, but no new Share Warrant or coupon shall be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed. The Directors may also determine and from time to time vary the conditions upon which the bearer of a Share Warrant shall be entitled to receive notices of and attend and vote at General Meetings and/or Annual General Meetings or to join in requisitioning General Meetings and/or Annual General Meetings, and upon which a Share Warrant may be surrendered and the name of the holder entered in the Register in respect of the shares therein specified. Subject to such conditions and to these articles the bearer of a Share Warrant shall be a member to the full extent. The bearer of a Share Warrant shall hold such warrant subject to the conditions for the time being in force with regard to Share Warrants whether made before or after the issue of such warrant

## **PART III – MEETINGS**

### **GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS**

- 51 Subject to the provisions of the Statutes, Annual General Meetings shall be held at such time and place as the Directors think fit
- 52 The Directors may whenever they think fit, and shall, on requisition in accordance with the Statutes, proceed to convene a General Meeting. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors
- 53 Where shareholders satisfying the further requirements of the Act requisition a General Meeting of the Company, the Company shall on the request of such shareholders (but always subject to the requirements of the Act) circulate to shareholders any resolutions and/or statements complying with the provisions of the Act in accordance and subject to the provisions of the Act

### **NOTICE OF MEETINGS**

- 54.1 An Annual General Meeting and a General Meeting shall be convened by such notice as may be required by law from time to time. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given in the manner hereinafter mentioned to all members other than such (if any) as are not under the provisions of these articles

entitled to receive such notices from the Company provided that an Annual General Meeting or General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed

54 1 1 in the case of an Annual General Meeting by all the members entitled to attend and vote thereat, and

54 1 2 in the case of a 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 95 per cent in nominal value of the shares giving that right

Provided also that the accidental omission to give notice to or the non-receipt of notice by any person entitled thereto shall not invalidate any Annual General Meeting or General Meeting or any proceedings thereat

54 2 For the purposes of serving notice of meetings, the Directors may determine that the persons entitled to receive such notice of meeting are those persons entered on the register of members at the close of business on a day determined by the Directors, provided that if the Company has Participating Securities, such date may not be more than 21 days before the date on which the relevant notice of meeting is sent

55 1 Every notice calling an Annual General Meeting or General Meeting shall specify the place and the day and hour of the meeting (including without limitation any satellite meeting place arranged for the purposes of article 55 2, which shall be identified as such in the notice), 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 one or more proxies to attend and, on a show of hands or a poll, vote instead of him and that a proxy need not be a member of the Company

55 2 The Directors may resolve to enable persons entitled to attend an Annual General Meeting or General Meeting to do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world The members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to vote at, the Annual General Meeting or General Meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the Annual General Meeting or General Meeting is satisfied that adequate facilities are available throughout the Annual General Meeting or General Meeting to ensure that members attending at all the meeting places are able to

- (a) participate in the business for which the meeting has been convened,
- (b) hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place, and
- (c) be heard and seen by all other persons so present in the same way

The Chairman of the Annual General Meeting or General Meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place

55 3 If it appears to the Chairman of the Annual General Meeting or General Meeting that the facilities at the principal meeting place or any satellite meeting place have become inadequate for the purposes referred to in article 55 2, then the Chairman may, without the consent of the meeting, interrupt or adjourn the Annual General Meeting or General Meeting All business conducted at that Annual General Meeting or General Meeting up to the time of that adjournment shall be valid The provisions of article 55 2 shall apply to that adjournment



- 55 4 In the case of an Annual General Meeting, the notice shall also specify the meeting as such
- 55 5 In the case of any Annual General Meeting or General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business, and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect
- 56 1 Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say
- 56 1 1 declaring dividends,
- 56 1 2 receiving and adopting the accounts, the reports of the Directors and Auditors and other documents required to be attached or annexed to the accounts,
- 56 1 3 appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise,
- 56 1 4 re-appointing the retiring Auditors (other than Auditors last appointed otherwise than by the Company in Annual General Meeting or General Meeting), or
- 56 1 5 fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed

#### **PROCEEDINGS AT GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS**

- 57 The Chairman of the Board of Directors, failing whom the Deputy Chairman, shall preside as Chairman at an Annual General Meeting or General Meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither shall be present within ten minutes after the time appointed for holding the meeting or willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be Chairman of the meeting
- 58 No business other than the appointment of a Chairman shall be transacted at any Annual General Meeting or General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as otherwise provided in these articles two persons entitled to attend and to vote on the business to be transacted, each being a member so entitled or a proxy for a member so entitled or a duly authorised representative of a corporation which is a member so entitled, shall be a quorum for all purposes
- 59 In calculating whether a quorum is present for the purposes of article 58, if two or more persons are appointed as proxies for the same member or two or more persons are appointed as corporate representative of the same corporate member, only one of such proxies or only one of such corporate representatives shall be counted
- 60 If within fifteen minutes from the time appointed for an Annual General Meeting or a General Meeting (or such longer interval 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 other day (being not less than seven days thereafter) and such time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the Chairman of the meeting may determine and in the latter case not less than seven days' notice of the adjourned meeting shall be given in the like manner as in the case of the original meeting. At the adjourned meeting one person entitled to vote on the business to be transacted, being a member or a proxy for a member or duly authorised

representative of a corporation which is a member 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

- 61 1 The Chairman of the meeting may at any time without the consent of the meeting adjourn any Annual General Meeting or General Meeting at which a quorum is present either sine die or to another time and at such place as he or she shall determine where it appears to him or her that
- 61 1 1 the members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting,
- 61 1 2 the conduct of persons present prevents or is likely to prevent the orderly conduct of business, or
- 61 1 3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted
- 61 2 In addition the Chairman of the meeting may with the consent of any Annual General Meeting or 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 Where a meeting is adjourned sine die, the time and place for any adjourned meeting shall be fixed by the Directors 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 When a meeting is adjourned for 30 days or more or sine die, not less than seven days' notice of any adjourned meeting shall be given in the like manner as in the case of the original meeting
- 62 Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting
- 63 1 Any proposed amendment to an Ordinary Resolution shall, unless the amendment be proposed by the Chairman of the meeting, not be valid unless notice of such proposed amendment shall have been received at the Office (including received at such address at the Company may from time to time specify for the delivery and receipt of electronic communications) at least 48 hours prior to the time of the meeting or adjourned meeting If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by an error in such ruling In the case of a resolution duly proposed as a Special Resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon
- 63 2 The decision of the Chairman of the meeting, made in good faith, on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his or her decision, acting in good faith, whether any matter is of such a nature

#### **VOTING**

- 64 At any Annual General Meeting or 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
  - 64 1 the Chairman of the meeting,
  - 64 2 not less than five members present in person or by proxy and entitled to vote at the meeting,

- 64 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
- 64 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
- 65 A demand for a poll may be withdrawn only with the approval of the meeting 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, 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 and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll
- 66 1 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 not be entitled to a casting vote
- 66 2 If any votes shall be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude to merit the vitiation of such result
- 67 No poll shall be demanded on the election of a Chairman of the meeting or on a question of adjournment A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 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 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded

#### **VOTES OF MEMBERS**

- 68 Subject to the provisions of the Statutes and to any special rights or restrictions as to voting attached by or in accordance with these articles (whether pursuant to article 74 2 or otherwise) to any shares or class of shares, on a show of hands every member who is present in person shall have one vote and on a poll every member who is present in person shall have one vote for every share of which he is the holder
- 69 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 of Members in respect of the share
- 70 Where a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the grounds (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member to vote in person or by proxy at an Annual General Meeting or General Meeting or to exercise any other right conferred by

membership in relation to meetings of the Company

- 71 No member shall, unless the Directors otherwise determine, be entitled to vote at an Annual General Meeting or a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of shares in the Company remains unpaid
- 72 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and any vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the Chairman of the meeting whose decision shall be final and conclusive
- 73 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

#### **DISENFRANCHISEMENT**

- 74 1 It is to be regarded as a cardinal principle of the Company that all members and persons interested in shares of the Company shall comply with those provisions of Part 22 of the Act whereby the Company is empowered by notice in writing to require any member or other person as aforesaid within such reasonable time as is specified in the notice to disclose to the Company particulars of any interests, rights, agreements or arrangements affecting any of the shares held by that member or in which such other person as aforesaid is interested (which provisions in this article are referred to as "the statutory disclosure requirements")
- 74 2 If any holder of or any other person appearing to be interested in any shares of the Company fails within fourteen days after the date of service of such notice to comply with the statutory disclosure requirements then
- 74 2 1 if the shares are held in certificated form from the time of such failure until not more than seven days after the earlier of (a) receipt by the Company of notice that there has been a transfer of the shares pursuant to an arms length sale (as defined in article 74 4 below) and (b) due compliance, to the satisfaction of the Company, with the statutory disclosure requirements
- (i) (should the Directors so resolve) such holder shall not be entitled to attend or vote or to exercise any right conferred by membership at meetings of the Company in respect of all the shares for the time being registered in the account in the register of members of the Company in respect of which such notice was served,
  - (ii) (in circumstances where the holding represents at least 0.25 per cent of the issued shares of the relevant class (calculated exclusive of treasury shares) and should the Directors so resolve) the payment of dividends in respect of such shares may be withheld, and
  - (iii) (in circumstances where the holding represents at least 0.25 per cent of the issued shares of the relevant class (calculated exclusive of treasury shares) and should the Directors so resolve) such holder shall not be entitled to transfer such shares otherwise than pursuant to an arms length sale, or
- 74 2 2 if the shares are held in uncertificated form, the Directors may serve upon the registered holder of such shares a notice requiring the holder to convert his holding of

such Uncertificated Shares into certificated form within such period as is specified in the notice and require the holder to continue to hold such shares in certificated form for so long as such failure continues. If the holder shall fail to do so within such time as is specified in the said notice from the Company the Directors are empowered to authorise some person to take all such steps and issue such instructions by means of the Relevant System or otherwise in the name of the holder of such shares as may be necessary to effect the conversion of such shares to certificated form and such steps shall be as effective as if they had been taken by the registered holder of the relevant Uncertificated Shares. When such conversion to certificated form shall have been effected the provisions of article 74 2 1 shall apply.

74 3 For the purposes of this article a person shall be treated as appearing to be interested in any shares if the holder of shares has been served a notice pursuant to section 793 of the Act and such notice (together with such other notices (if any) as shall have been served upon any other persons in respect of the shares in question) fails to establish the identities of those interested or who have been interested in the shares and the Company knows or has reasonable cause to believe that someone other than the holder or the persons whose identities have been revealed is or has been interested in the shares.

74 4 For the purposes of this article "an arm's length sale" shall mean a sale to an unconnected party under which the beneficial ownership of the shares in question passes and shall include (but without limitation) a sale through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or other recognised market or a sale in connection with acceptance of a takeover offer for the Company (as defined in section 974 of the Act).

#### **PROXIES**

75 Any person (whether a member of the Company or not) may be appointed to act as a proxy and more than one proxy may be appointed provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member.

76 Subject to the provisions of the Statutes and to any special rights or restrictions as to voting attached by or in accordance with these articles (whether pursuant to article 74 2 or otherwise) to any shares or class of shares, every proxy who has been appointed by one or more members entitled to vote on the resolution shall, on a show of hands, have one vote unless article 77 applies.

77 Subject to the provisions of the Statutes and to any special rights or restrictions as to voting attached by or in accordance with these articles (whether pursuant to article 74 2 or otherwise) to any shares or class of shares, every proxy who has been appointed by more than one member entitled to vote on the resolution shall, on a show of hands, have two votes, one vote for and one against the resolution if either

77 1 one or more of the members instructed him to vote for and one or more to vote against the resolution, or

77 2 one or more of the members instruct him to vote for the resolution and one or more give him discretion as to how to vote and he exercises his discretion by voting against the resolution, or

77 3 one or more of the members instruct him to vote against the resolution and one or more give him discretion as to how to vote and he exercises his discretion by voting for the resolution.

- 78 Subject to the provisions of the Statutes and to any special rights or restrictions as to voting attached by or in accordance with these articles (whether pursuant to article 74 2 or otherwise) to any shares or class of shares, every proxy who has been appointed by one or more members entitled to vote on the resolution shall, on a poll, have one vote for each share held by his appointor(s)
- 79 The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or on the poll in respect of which the proxy is appointed or at any adjournment thereof In the event and to the extent that a member personally votes his shares, his proxy shall not be entitled to vote and any vote cast by a proxy in such circumstances shall be ignored
- 80 If, in relation to the exercise by a member of his rights to vote both in person and by proxy, and/or his right to appoint more than one proxy, in respect of different parts of his holding, any question shall arise as to whether any particular person or persons has or have been validly appointed as his proxy or proxies to vote in respect of any particular part or parts of his holding (whether by reason of the aggregate number of shares comprised in appointments or proxy deposited by him exceeding the number of shares held by him or for any other reason), such question shall be determined by the Chairman who in making such determination (which may include the rejection of a particular appointment or particular appointments or proxy as invalid) shall act in what he considers on the information available to him and in his absolute discretion to be the manner in which such member would have wished him to act
- 81 When two or more valid but differing appointments of proxy are delivered or received (regardless of its date or of the date of its execution or submission) the last validly delivered or received shall be treated as replacing and revoking the other or others as regards that share If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share
- 82 1 An instrument appointing a proxy shall be in writing (or in an electronic communication including an electronic signature) in any usual or common form or in any other form which the Directors may approve and subject to compliance with the Statutes
- 82 1 1 in the case of an individual shall be signed by the appointor or by his attorney, or
- 82 1 2 in the case of an entity shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of such entity
- 82 2 The signature on an instrument appointing a proxy need not be witnessed Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the company) be lodged with the instrument of proxy pursuant to the next following article, failing which the instrument may be treated as invalid
- 82 3 Without limiting the foregoing, in relation to any Uncertificated Shares, the Directors may from time to time permit appointments of a proxy to be made by means of an electronic communication in the form of an Uncertificated Proxy Instruction, (that is, a properly authenticated dematerialised instruction within the meaning of the Uncertificated Securities Regulations, and/or other instruction or notification, which is sent by means of the Relevant System concerned and received by such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the Relevant System concerned)), and may in a similar manner permit supplements to, or amendments or revocations of, any such Uncertificated Proxy Instruction to be made by

like means The Directors may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder

83 1 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors must

83 1 1 in the case of an instrument in writing be deposited at the Transfer Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote (save that weekends, Christmas Day, Good Friday and any bank holiday within the UK shall not count in the 48 hour period), or

83 1 2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications

(a) in the notice convening the meeting, or

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

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

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (save that weekends, Christmas Day, Good Friday and any bank holiday within the UK shall not count in the 48 hour period),

83 1 3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll (save that weekends, Christmas Day, Good Friday and any bank holiday within the UK shall not count in the 48 hour period), or

83 1 4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting or to the Secretary or to any Director,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid. Provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered shall not require again to be deposited, delivered or received for the purposes of any subsequent meeting to which it relates

83.2 In this article and article 85 "address", in relation to electronic communications, includes any number or address (including, in the case of any Uncertificated Proxy Instruction permitted pursuant to article 82 3, an identification number of a participant in the Relevant System concerned) used for the purposes of such communications

84 An instrument or electronic communication appointing a proxy shall be deemed to include the right to attend, speak, vote and to demand or join in demanding a poll and

shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates

- 85 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Transfer Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received not less than 48 hours (or such shorter time as the Directors shall determine) before the time appointed for the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

#### **ENTITIES ACTING BY REPRESENTATIVES**

- 86 Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation (in respect of that part of the corporation's holding to which the authority relates) as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purpose of these articles be deemed to be present in person at any such meeting if a person so authorised is present thereat

#### **PART IV - DIRECTORS**

- 87 Subject as hereinafter provided the Directors shall not be less than two nor more than twelve in number. The Company may by Ordinary Resolution from time to time vary the minimum and maximum number of Directors

There shall not be an age limit for Directors and any provisions of the Statutes which but for this article 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

- 88 There shall be no requirement for a Director to hold shares in the Company
- 89 Each Director shall be entitled to receive notice of and to attend and speak at any Annual General Meeting or General Meeting of the Company and at any separate General Meeting of the holders of any class of shares in the capital of the Company
- 90 1 Until otherwise determined by the Company by Ordinary Resolution, there shall be paid to the Directors (other than alternate Directors) such fees for their services in the office of Director as the Directors may determine (not exceeding in the aggregate an annual sum of £150,000 (subject to increase as provided below) or such larger amount as the Company may by Ordinary Resolution decide) divided between the Directors as they agree, or, failing agreement, equally. Such fees shall be deemed to accrue from day to day
- 90 2 Any remuneration payable under this article may be increased separately by the Board of Directors if such increase is solely to meet the costs of any Value Added Tax properly payable on such remuneration of a recipient who holds the appointment of Director or Chairman in the course of his trade, profession or vocation



- 91 Any Director who holds any executive office (including for this purpose the office of Chairman or Deputy Chairman whether or not such office is held in an executive capacity), or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director (including going or residing abroad in connection with the conduct of any of the affairs of the Company), may be paid such extra remuneration by way of lump sum, salary, commission, percentage of profits, or otherwise as the Directors may determine
- 92 The Directors shall be entitled to be repaid all reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors including any expenses incurred in attending meetings of the Board or of Committees of the Board or Annual General Meetings or General Meetings and if in the opinion of the Directors it is desirable that any of their number should make any special journeys or perform any special services on behalf of the Company or its business, such Director or Directors shall be paid such reasonable additional remuneration and expenses therefor as the Directors may from time to time determine
- 93 1 A Director may hold any other office or place of profit under the Company except that of Auditor in conjunction with the office of Director and may act in a professional capacity to the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange No Director shall be disqualified by his office from contracting with the Company either in regard to such other office or place of profit or as vendor, purchaser or otherwise, nor subject to section 190 of the Act shall any such contract nor any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor subject also to section 190 of the Act shall any Director so contracting or being interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established, provided that the nature of his interest shall be disclosed by him in accordance with the provisions of the Statutes
- 93 2 A Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as a shareholder or otherwise, and unless otherwise agreed by such Director, shall not be accountable for any remuneration or other benefits received by him as a director or officer of, or by virtue of his interest in, such other company provided that the nature of his interest shall be disclosed by him in accordance with the provisions of the Statutes The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors or officers of such other company or voting or providing for the payment or remuneration to the directors or officers of such other company

## **MANAGING AND EXECUTIVE DIRECTORS**

- 94 The Directors may from time to time appoint one or more of their body to be Managing Director or joint Managing Directors of the Company or to hold such other executive office in relation to the management of the business of the Company as they may decide for such period as they think fit (subject to section 188 of the Act), and may, from time to time (subject to the provisions of any service contract between him or them and the Company and without prejudice to any claim for damages he or they may have for breach of any such service contract), remove or dismiss him or them from such office and appoint another or others in his or their place or places
- 95 A Managing Director or such Executive Director shall while he continues to hold that office (subject to the provisions of article 96 and without prejudice to any claim for

damages any such Managing Director or Executive Director may have for breach of any service contract between him and the Company) be subject to the same provisions as to removal and as to vacation of office as the other Directors of the Company, and if he ceases to hold the office of Director from any cause he shall ipso facto and immediately (but without prejudice as aforesaid) cease to be a Managing Director or such Executive Director

- 96 The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers, and (without prejudice to the terms of any contract entered into in any particular case) may from time to time revoke, withdraw, alter or vary all or any of such powers

### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 97 The office of a Director shall be vacated in any of the following events, namely
- 97 1 if he ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from acting as a Director,
- 97 2 if he resigns his office by written notice to the Company left at the Office,
- 97 3 if he becomes bankrupt, has a receiving order made against him or, in Scotland, has his estate sequestrated or if he makes any arrangement or composition with his creditors generally,
- 97 4 if he is, or may be, suffering from mental disorder and either
- 97 4 1 he is admitted to hospital in pursuance of an application for admission for treatment under any relevant health legislation of any jurisdiction, or
- 97 4 2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs,
- 97 5 if he shall be removed from office by notice in writing served upon him signed by all his co-Directors being not less than two in number, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company,
- 97 6 if he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated, or
- 97 7 if he becomes prohibited from being a Director pursuant to the provisions of the Company Directors Disqualification Act 1986 (or any similar legislation in any jurisdiction)
- 98 At the first Annual General Meeting of the Company all the Directors shall retire from office and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not greater than one-third) shall retire from office by rotation
- 99 The Directors to retire by rotation 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 subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who become 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 The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the date of the Notice convening the Annual General Meeting, and no Director shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the Directors after the date of such Notice but before the close of the meeting

100 The Company at the meeting at which a Director retires under any provision of these articles may by Ordinary Resolution fill up 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 re-elected except in any of the following cases

100 1 where at such meeting it is expressly resolved not to fill such office or the resolution for the re-election of such Director is put to the meeting and lost,

100 2 where such Director has given notice in writing to the Company that he is unwilling to be re-elected, or

100 3 where the default is due to the moving of a resolution in contravention of article 101

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

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

102 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 Annual General Meeting or General Meeting unless not less than seven nor more than 42 days (inclusive of the date on which the notice is given) before the date appointed for the meeting there shall have been lodged at the Office 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

103 The Company may 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 of 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 other 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 as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy

- 104 The Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director Without prejudice thereto the Directors shall also have power at any time so to do, but so that the total number of Directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these articles Any person so appointed by the Directors shall hold office until the next Annual General Meeting and shall then be eligible for election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting

#### **ALTERNATE DIRECTORS**

- 105 1 Any Director may at any time by writing under his hand and deposited at the Office or delivered at a meeting of the Directors or delivered by way of electronic communication to such address as the Company may from time to time specify for the delivery and receipt of electronic communications appoint any person (including another Director) to be his alternate Director and may in like manner at any time terminate such appointment Such appointment unless previously approved by the Directors, shall have effect only upon and subject to being so approved
- 105 2 The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director
- 105 3 An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director for whom he is appointed an alternate is not personally present and generally at such meeting to perform all the functions of a Director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply as if he (instead of the Director for whom he is appointed an alternate) were a Director If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director an alternate Director shall have one vote for every Director he represents in addition to his own, if he is himself a Director, and when so acting, where the quorum exceeds two, shall be considered as two Directors for the purpose of making a quorum If the Director for whom he is appointed an alternate is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of the Director for whom he is appointed an alternate To such extent as the Directors may from time to time determine in relation to any committee of the Directors the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which the Director for whom he is appointed an alternate is a member 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 purposes of these articles
- 105 4 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions 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 any remuneration in respect of his appointment except only such part (if any) of the remuneration otherwise payable to the Director for whom he is appointed an alternate as such Director may by notice in writing to the Company from time to time direct
- 105 5 An alternate Director shall be deemed to be an officer of the Company, shall alone be responsible to the Company for his own acts or defaults and shall not be deemed to be the agent of or for the Director appointing him

**MEETINGS AND PROCEEDINGS OF DIRECTORS**

- 106 Subject to the provisions of these articles the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. Notice of a meeting 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 postal address or any other address given by him to the Company for this purpose or for the purpose of electronic communications. A Director absent or intending to be absent from the United Kingdom may request the Board of Directors that notice of a meeting shall during his absence be sent in writing to him at his last known postal address or any other address given by him to the Company for this purpose or for the purpose of electronic communications, but in the absence of any such request it shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. Any Director may waive notice of any meeting and any such waiver may be retrospective.
- 107 1 The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. For the purposes of determining whether a quorum is present
- 107 1 1 in the case of a resolution agreed by Directors in accordance with article 107 2 below all such Directors shall be counted in the quorum, or
- 107 1 2 in the case of a meeting of Directors, in addition to the Directors present at the meeting, any Director participating in such meeting in accordance with article 107 2 below shall be counted in the quorum
- 107 2 A meeting of the Board may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able
- 107 2 1 to hear each of the other participating Directors addressing the meeting, and
- 107 2 2 if he so wishes, to address all of the other participating Directors simultaneously whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or developed subsequently) or by a combination of such methods. Each Director so participating in a meeting shall be deemed to be "present" at such meeting for the purposes of these articles
- A meeting held in accordance with this article is deemed to take place at the place where the largest group of participating Directors is assembled, or if no such group is readily identifiable, at the place from where the Chairman of the meeting participates
- 108 Questions arising at any meeting of the Directors 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
- 109 1 Subject as provided in these articles, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has an interest which (together with any interest of any person connected with him) is to his knowledge a material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company, or in relation to which he has a duty which conflicts or may conflict with the interests of the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting

- 109 2 A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, if he knows his interest then exists or in any other case at the first meeting of the Board after he knows that he is or has become so interested. A general notice to the Board given by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with such company or firm shall be sufficient declaration of interest under this article in relation to any contract or arrangement so made, provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director giving the same takes reasonable steps to secure that it is brought up and read at the next Board Meeting after it is given. For the purposes of this article, an interest of a person who is, for any purpose of section 252 of the Act (excluding any statutory modification thereof not in force when these articles become binding on the Company), connected with a Director shall be treated as an interest of the Director and in relation to an alternate Director, an interest of his appointer shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise
- 109 3 Subject to the provisions of the Statutes and as provided in these articles, a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely
- 109 3 1 the giving of any security, guarantee or indemnity to him 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 subsidiaries,
- 109 3 2 the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,
- 109 3 3 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof,
- 109 3 4 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer the Director is or may be entitled to participate as a holder of shares or debentures or other securities of the Company,
- 109 3 5 any proposal concerning any other company in which he and any persons connected with him do not to his knowledge have an interest (as that term is used in Part 22 of the Act) in one per cent or more of the issued equity share capital of any class of such company nor to his knowledge hold one per cent or more as a member of the voting rights of the relevant company (any such interest being deemed for the purposes of this article to be a material interest in all circumstances),
- 109 3 6 any arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award the Director any privilege or benefit not generally awarded to the employees to whom such arrangement relates, or
- 109 3 7 any arrangement concerning insurance for the benefit of Directors or for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits in a similar manner as the employees and does not accord to any Director as such any

privilege or advantage not generally accorded to the employees to whom such arrangement relates

- 109 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 case each of the Directors concerned (if not debarred from voting under article 109 1) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment
- 109 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 him voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting (or where the interest concerns the Chairman himself to the Deputy Chairman of the meeting who if not already appointed under article 114 shall be such non-executive Director who shall have been in office as a non-executive Director the longest) and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned has not been fairly disclosed
- 110 Notwithstanding any provisions in these articles the Directors may (subject to such terms and conditions as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity whether or not the Company could take advantage of it but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) provided that for this purpose the Director in question and any other interested Director are not counted in the quorum at any Board meeting at which such matter is approved and it is agreed to without their voting or would have been agreed to if their vote had not been counted
- 111 If a matter has been duly authorised by the Directors in accordance with article 110 then (subject to such terms and conditions, if any, as the Directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisations or permissions set out below)
- 111 1 the Director shall not be required to disclose any confidential information relating to such matter to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter,
- 111 2 the Director may absent himself from meetings of the Directors at which anything relating to that matter will or may be discussed, and
- 111 3 the Director may make such arrangements as such Director thinks fit for Board and committee papers to be received and read by a professional adviser on behalf of that Director
- 112 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any remuneration, profit or other benefit which he derives from any matter which has been authorised by the Directors pursuant to article 110
- 113 The continuing Directors may act notwithstanding any vacancies, 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

purposes of filling up 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

- 114 The Directors may elect a Chairman and a Deputy Chairman (or two or more Deputy Chairmen) and determine the period for which each is to hold office. If no Chairman or Deputy Chairman shall have been appointed, or if at any meeting neither be 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
- 115 A resolution in writing signed by all the Directors for the time being in office shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form, each signed by one or more Directors
- 116 1 The Directors may delegate any of their powers or discretions to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee but so that
- 116 1 1 the number of co-opted members shall be less than one-half of the total number of members of the committee, and
- 116 1 2 no resolution of the committee shall be effective unless a majority of the persons present at the meeting are Directors
- 116 2 The meetings and proceedings of any such committee consisting of two or more members shall be governed mutatis mutandis by the provisions of these articles regulating the meetings and proceedings of the Directors so far as the same are not superseded by any regulations made by the Directors under the last preceding article
- 117 All acts done by any meeting of Directors, or of any committee of the Directors, or by any person acting as a Director or as a member of any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote

#### **BORROWING POWERS**

- 118 1 Subject as hereinafter provided and to the provisions of the Statutes, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party
- 118 2 The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (as regards the subsidiary companies so far as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all monies borrowed by the Group (exclusive of intra-Group borrowings) shall not at any time without the previous sanction of an Ordinary Resolution of the Company in General Meeting exceed 40 per cent of the value of the gross assets of the Company. For the purpose of this article 118 2 "the value of the gross assets of the Company" shall mean the total value of all assets owned by the



Company (including the value of the Company's holdings in its subsidiary undertakings), such assets to be valued on the following bases

- (a) the value of securities listed or dealt in on any reputable or recognised stock exchange or securities market shall be calculated by reference to the closing middle market price or average closing price, as appropriate, based on the official or other list relevant to such stock exchange or securities market on the relevant date or, if the relevant date is not a business day, the immediately preceding business day, or, where such value is unavailable, the value as certified by a stockbroker or other professional person qualified to certify the same, and
- (b) the value of other securities (or the Company's holdings in its subsidiary undertakings) shall be at valuations determined by or on behalf of the Directors in accordance with such valuation principles as may be recommended by the auditors of the Company

118 3 For the purposes of this article "borrowings" shall be deemed to include not only borrowings but also the following except insofar as otherwise taken into account

118 3.1 the nominal amount of any issued share capital and the principal amount of any debentures or borrowed monies, the beneficial interest in which is not for the time being owned by a member of the Group, of any body whether corporate or unincorporate and the payment or repayment of which is the subject of a guarantee or indemnity by a member of the Group, not being acceptances of trade bills for the purchase of goods in the ordinary course of business,

118 3 2 the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group not being acceptances of trade bills for the purchase of goods in the ordinary course of business,

118 3 3 the principal amount of any debenture (whether secured or unsecured) of a member of the Group owned otherwise than by a member of the Group,

118 3 4 the principal amount of any preference share capital of any subsidiary owned otherwise than by a member of the Group, and

118 3 5 any premium payable on repayment on any borrowing or deemed borrowing,  
but shall be deemed not to include

118 3 6 borrowings for the purpose of repaying the whole or any part of borrowing by a member of the Group for the time being outstanding and so to be applied within six months of being so borrowed, pending such application for such purpose within such period, and

118 3 7 borrowings for the purpose of financing any contract in respect of which any part of the price receivable by a member of the Group is guaranteed or insured by the export credits guarantee department of the Department of Trade and Industry or by any other governmental department fulfilling a similar function, to an amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured

118 4 A report by the Auditors for the time being of the Company as to the aggregate amount which may at any one time in accordance with the provisions of this article be owing by the Group without such sanction as aforesaid shall be conclusive in favour of the Company and all persons dealing with the Company

118 5 No person dealing with the Company shall by reason of the foregoing be concerned to

see or enquire whether the limit hereby imposed is observed and no debt incurred or security given in respect of monies borrowed in excess of the limit hereby imposed shall be invalid or ineffectual except in the case of express notice having been given, at the time when the debt was incurred or security given, that the limit hereby imposed had been or would thereby be exceeded

## **GENERAL POWERS OF DIRECTORS**

- 119 The business and affairs of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these articles required to be exercised by the Company in an Annual General Meeting or General Meeting, subject nevertheless to any regulations of these articles, to the provisions of the Statutes and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, 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
- 120 1 The Directors may establish any local, group or divisional boards, agencies or committees 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, group or divisional boards, agencies or committees or any managers or agents, and may fix their remuneration and may delegate to any local, group or divisional board, agency or committee, 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
- 120 2 The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing assisting or subsidising any such subsidiary company or guaranteeing its contracts obligations or liabilities
- 121 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 agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney or other authority may contain such provisions for the protection and convenience of persons dealing with any such attorney or agent as the Directors may think fit, and may also authorise any such attorney or agent to sub-delegate all or any of the powers, authorities and discretions vested in him
- 122 The Directors may from time to time appoint any person to any office or employment having a designation or title including the word "Director" or attach to any existing office or employment with the Company such a designation or title and may at any time determine any such appointment or the use of any such designation or title. The inclusion of the word "Director" in the designation or title of any such office or employment with the Company shall not imply that the holder thereof is a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these

## articles

- 123 1 The Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any company which is a subsidiary company of or allied or associated with the Company or any such subsidiary and to the wives, widows, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of schemes, trusts and funds for the benefit of such persons as are hereinbefore referred to or any of them or any class of them, and so that any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such fund or scheme or otherwise)
- 123 2 The Directors may establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any other company as aforesaid or of any such persons as aforesaid and make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object
- 123 3 The Directors may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid
- 124 Subject to and to the extent permitted by the Statutes, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a branch register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit respecting the keeping of any such register
- 125 All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts of 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

**PART V – RESERVES, DIVIDENDS AND CAPITALISATION OF PROFITS****RESERVES**

- 126 1 The Directors may, before recommending any dividend, carry to revenue reserve out of the profits of the Company such sums as they think proper
- 126 2 In computing the profits available for distribution as dividend the Directors may make any adjustment which may in their opinion be desirable or necessary including making estimates and provision for tax or contingencies but so that when the Directors shall determine that any such provision, or any part thereof, is no longer needed the same shall be written back to the credit of the profit and loss account of the Company
- 126 3 Subject to the provisions of the Act, the determination of the Directors (who may rely upon certificates of the Company's Auditors for this purpose) as to the amount of the profits of the Company at any time available for the payment of dividends shall be conclusive
- 126 4 In cases of difficulty in putting into effect the provisions of articles 127 to 139 (inclusive) the Directors (who may rely upon certificates of the Company's Auditors for this purpose) may determine whether anything received by the Company is income or capital or the ratio in which it should be apportioned between income and capital
- 126 5 The Directors shall establish a reserve to be called the capital reserve and shall either carry to the credit of such reserve or apply in providing for depreciation or contingencies

all surpluses arising from the sale, realisation, repayment or revaluation of or other dealings with any investments or other capital assets of the Company in excess of the book value of the same and all other monies in the nature of accretion to capital Any loss realised on the sale, realisation, repayment or revaluation of or other dealings with any investments or other capital assets of the Company in excess of the book value of the same and all other monies in the nature of accretion to capital Any loss realised on the sale, realisation, repayment or revaluation of or other dealings with any investments or other capital assets and any other sums in connection with the management of the assets of the Company (including any proportion of the expenses of management of the Company's investments and of the finance costs of any borrowings of the Company) which, in the opinion of the Directors, are reasonably and fairly apportioned to capital may be debited to the capital reserve, except in so far as the Directors shall in their discretion decide to make good the same out of other reserves of the Company, together, in each case, with any taxation relevant to the same Subject as provided in article 126 6, all sums standing to the credit of the Capital Reserve may be applied for any purposes to which sums standing to any revenue reserve are applicable except and provided that notwithstanding any provision of these articles no part of the Capital Reserve or any other money in the nature of accretion to capital reserves shall be available for distribution as dividend

- 126 6 In this article 126 6, Relevant Period means any time when the Company has given notice in the prescribed form (which has not been revoked) to the Registrar of Companies of its intention to carry on business as an investment company During a Relevant Period, distribution of the Company's capital profits (within the meaning of the Act) is prohibited, except to the extent that the requirements for investment company status under the Act do not require a company to prohibit the distribution of its capital profits in its memorandum or articles of association

## **DIVIDENDS**

- 127 Subject to the Statutes, the Company may by Ordinary Resolution declare dividends but no such dividends shall exceed the amount recommended by the Directors
- 128 In so far as, in the opinion of the Directors, the profits of the Company justify such payments, the Directors may declare and 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 may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit
- 129 Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid For the purposes of this article no amount paid on a share in advance of calls shall be treated as paid on the share
- 130 No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company
- 131 Subject to the provisions of the Statutes, where any asset, business or property is acquired by the Company as from a past date the profits and losses arising therefrom as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof

- 132 1 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, and may further deduct from any dividend all sums of money (if any) presently payable by a member to the Company on account of calls or otherwise in relation to shares of the Company
- 132 2 The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same
- 132 3 The Directors may withhold payment of dividends payable upon shares where the holding represents at least 0.25 per cent of the issued shares of the relevant class (calculated exclusive of treasury shares) and in respect of which the holder or other person appearing to be interested therein for the purposes of articles 74.1 to 74.4 inclusive hereof has failed to comply with the statutory disclosure requirements under the terms of articles 74.1 to 74.4 inclusive provided that this restriction shall cease to be applicable not more than seven days after the earlier of
- 132 3 1 receipt by the Company of notice that there has been a transfer of the shares pursuant to an arm's length sale as defined in article 74.4,
- 132 3 2 due compliance to the satisfaction of the Company, with the statutory disclosure requirements, and
- 132 3 3 any dividend monies then retained thereon shall be paid in accordance with article 136.1 hereof to the person appearing to the Company to be entitled thereto
- 133 The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the holder thereof (or the person becoming entitled to the share in consequence of the death, bankruptcy or mental disorder of the holder or by operation of law or any other event) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company
- 134 The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date on which such dividend was declared or became due for payment shall be forfeited and shall revert to the Company
- 135 Subject to Part 23 of the Act and to article 126.5 the Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company) 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
- 136 1 Any dividend or other monies payable in cash on or in respect of a share may be paid by cheque or warrant 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, bankruptcy or mental

disorder of the holder or by operation of law or any other event, to any one of such persons) or to such person and such address as such member or person or persons may in writing direct. Every such cheque or warrant shall be made payable 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, bankruptcy or mental disorder of the holder or by operation of law or any other event may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to have the money represented thereby

136 2 In addition to the above provisions any dividend or other moneys payable in cash on or in respect of a share may be paid by means of

136 2 1 the Bank Automated Clearing System in circumstances where the Company has been supplied with bank details of the member or person entitled thereto sufficient to enable the Company to effect a direct transfer of such moneys to the bank account of such 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, bankruptcy or mental disorder of the holder or by operation of law or any other event, to any one of such persons having supplied the Company with the aforesaid details) or to such person as such member or person or persons may in writing direct (subject to the provision of adequate bank details as aforesaid in respect of such person). Any such moneys payable to such person or member which are transferred by the Company by means of the Bank Automated Clearing System and which are not received by such member or person entitled thereto shall not be recoverable from the Company if the transfer is made by the Company in accordance with the bank details provided by such member or person, or

136 2 2 by such other method as the Directors may in their absolute discretion think fit (subject always to the facilities and requirements of the Relevant System), including but not limited to payments being made through the Relevant System in respect of shares held in uncertificated form. The Director may in their absolute discretion establish procedures for elections to be made by the holders of Uncertificated Shares relating to such payments, and shall be entitled to rely on authorities which the Company receives in respect of such payments

136 3 If payment is made by bank or other funds transfer or by means of the Relevant System, or by any other method at the direction of the person entitled to payment, such payment is at the sole risk of the holder or joint holders and the Company is not responsible for amounts lost or delayed in the course of transfer or in carrying out those directions

136 4 Notwithstanding any other provision of these articles relating to payments in respect of shares, where

136 4 1 the Directors determine to make payments in respect of Uncertificated Shares through the Relevant System, they may determine to enable any holder of Uncertificated Shares to elect not to receive payments through the Relevant System and, in such event, establish procedures to enable such holder to make, vary or revoke any such election, and

136 4 2 the Company receives an authority in respect of such payment in respect of shares in a form satisfactory to it from a holder of any share (whether such authority is given in writing or by means of the Relevant System or otherwise),

then the Company may make, or procure the making of, such payments in accordance with such authority and any payment made in accordance with such authority shall

constitute a good discharge therefor

- 136 5 The Company may cease to send any cheque or warrant (or to use any other method of payment) for any dividend on any share which is normally paid in that manner if in respect of at least two consecutive dividends payable on that share the cheque or warrant has been returned undelivered or remains uncashed (or that other method of payment has failed) or, following one such occasion, reasonable enquiries have failed to establish any new address of the registered holder, but, subject to the provisions of these articles, shall recommence sending cheques or warrants (or using another method of payment) in respect of the dividends payable on that share if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way
- 137 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, bankruptcy or mental disorder of the holder or by operation of law or any other event, any one of them may give effectual receipts for any dividend or other money payable or property distributable on or in respect of the share
- 138 Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in an Annual General Meeting or General Meeting or a resolution of the Directors, may specify that the same 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 thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares

#### **SCRIP DIVIDENDS**

- 139 Subject to approval by the Company at any General Meeting or Annual General Meeting the Directors may, in respect of any dividend declared or proposed to be declared at that General Meeting or Annual General Meeting (and provided that an adequate number of unissued Ordinary Shares are available for the purpose), determine and announce, prior to or contemporaneously with their announcement of the dividend in question and any related information as to the Company's profits for such financial period or part thereof, that ordinary shareholders will be entitled to elect to receive in lieu of such dividend (or part thereof) an allotment of additional Ordinary Shares credited as fully paid In any such case the following provisions shall apply
- 139 1 The basis of allotment shall be determined by the Directors so that, as nearly as may be considered convenient, the value (calculated by reference to the average quotation) of the additional Ordinary Shares (including any fractional entitlement) to be allotted in lieu of any amount of dividend shall equal such amount For such purpose the "average quotation" of an Ordinary Share shall be the average of the middle market quotations on the London Stock Exchange as shown in the Daily Official List, on each of the first five business days on which the Ordinary Shares are quoted ex the relevant dividend
- 139 2 The Directors shall give notice in writing or by way of electronic communication to the ordinary shareholders of the right of election accorded to them and shall send with or following such notice forms of election and specify the procedure to be followed and 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
- 139 3 The dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on Ordinary Shares in respect whereof the share

election has been duly exercised ("the elected ordinary shares"), and in lieu thereof additional shares shall be allotted to the holders of the elected ordinary shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise, out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve fund) or profit and loss account of the Company as the Directors may determine a sum equal to the aggregate nominal amount of additional Ordinary Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to and amongst the holders of the elected Ordinary Shares on such basis

- 139 4 The additional Ordinary Shares so allotted shall rank *pari passu* in all respects with the fully paid Ordinary Shares then in issue save only as regards participation in the relevant dividend (or share election in lieu)
- 139 5 The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or the benefit of fractional entitlements accrues to the Company rather than to the members concerned) The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned
- 139 6 The Directors may on any occasion determine that rights of election shall not be made available to any ordinary shareholders with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of rights of election would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination
- 139 7 For the purposes of this article, holdings of Certificated Shares and of Uncertificated Shares shall be treated as different holdings

#### **CAPITALISATION OF PROFITS**

- 140 1 The Company may, upon the recommendation of the Directors, at any time and from time to time pass an Ordinary Resolution to the effect that it is desirable to capitalise all or any part of the amount for the time being standing to the credit of any reserve or fund which is available for distribution or to the credit of any share premium account or any capital redemption reserve and accordingly that such amount be set free for distribution among the members or any class of members who would be entitled thereto if distributed by way of dividend and in the same proportions, on the footing that the same be not paid in cash but be applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such members respectively or in payment up in full of unissued shares debentures or other obligations of the Company, to be allotted and distributed credited as fully paid among such members, or partly in one way and partly in the other, and the Board shall give effect to such resolution, provided that, for the purposes of this article, a share premium account and a capital redemption reserve may be applied only in the paying up of unissued shares to be allotted to such members credited as fully paid
- 140 2 The Company may, upon the recommendation of the Directors, at any time and from time to time pass an Ordinary Resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in the paying up in full of unissued shares to be



allotted as fully paid shares by way of capitalisation to the members or any class of members who would have been entitled to that sum if it were distributed by way of dividend, and in the same proportions, and the Directors shall give effect to such resolution

- 140 3 Where any difficulty arises in regard to any distribution under this article the Directors may settle the same as they think expedient and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any members in order to adjust the rights of all parties, as may seem expedient to the Directors. The Directors may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the members
- 140 4 For the purposes of this article, holdings of Certificated Shares and of Uncertificated Shares shall be treated as different holdings

## **PART VI - GENERAL**

### **COMPANY NAME**

- 141 The name of the Company may be changed either by the members by Special Resolution or by the Directors

### **SECRETARY**

- 142 The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they think fit one or more Assistant Secretaries
- 143 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 it being done by or to the same person acting as Director and as, or in the place of, the Secretary

### **THE SEAL**

- 144 1 The Directors shall provide for the safe custody of the Seal (if any) and the Securities Seal (if any) and neither shall be used without the authority of the Directors or of a committee authorised by the Directors in that behalf
- 144 2 Every instrument to which the Seal shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors or by any person who is authorised to do so by the Directors either generally or in relation to specific documents or documents of specific description save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signatures (including laser printing)
- 144 3 The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the Securities Seal shall not require to be signed
- 145 The Company may exercise the powers conferred by the Statutes with regard to having

an official seal for use abroad and such powers shall be vested in the Directors

## **AUTHENTICATION OF DOCUMENTS**

- 146 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, 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 if 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 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 minute or extract is a true and accurate record of proceedings at a duly constituted meeting.

## **ACCOUNTS**

- 147 No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by the Statutes, by order of the court, by the Directors or by Ordinary Resolution.
- 148 Except as provided in article 149, a printed copy of the annual accounts, Directors' and Auditors' reports accompanied by printed copies of the balance sheet and every document required by the Statutes to be annexed to the balance sheet and of the profit and loss account or income and expenditure account shall, not less than 21 clear days before the Annual General Meeting before which they are to be laid, be delivered or sent by post to every member and holder of debentures of the Company and to the Auditors and to every other person who is entitled to receive notice of the Annual General Meeting. However, this article shall not require a copy of those documents to be sent to any person who under the provisions of these articles is not entitled to receive notices from the Company or of whose address the Company is unaware or to any holder of the debentures of whose address the Company is unaware or to more than one of the joint holders of any shares or debentures. If all or any of the shares in or debentures of the Company are listed or dealt in on any stock exchange, there shall at the same time be forwarded to the secretary of that stock exchange such number of copies of each of those documents as the regulations of that stock exchange may require.
- 149 The Company may, in accordance with the Statutes and any regulations made under it, send a summary financial statement to any member instead of or in addition to the documents referred to in article 148. Where it does so, the statement shall be delivered or sent by post to the member or made available on a website in accordance with the Statutes not later than the date on which the Company gives notice of the Annual General Meeting before which the documents are to be laid.

## **AUDITORS**

- 150 1 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.
- 150 2 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 or subsequently became

disqualified

- 151 An Auditor shall be entitled to attend any Annual General Meeting or General Meeting and to receive all notices of and other communications relating to any Annual General Meeting or General Meeting which any member is entitled to receive and to be heard at any Annual General Meeting or General Meeting on any part of the business of the meeting which concerns him as Auditor

## NOTICES

- 152 1 Any notice or document (including a share certificate) may be served on or delivered to any member by the Company either personally or by leaving it at, or delivering it to, or by sending it through the post in a prepaid cover or by facsimile transmission or telex 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. In the case of a member registered on a branch register any such notice or document may be posted either in the United Kingdom or in the territory in which such branch register is maintained. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the expiration of 24 hours (or, where second-class mail is employed, 48 hours) after the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted
- 152 2 Subject to any requirement of the Statutes and provided that the Company has complied with all applicable regulatory requirements, any notice or document (excluding a share certificate) may be served on or delivered to any member by the Company in electronic form and such documents or notices will be validly sent provided that
- 152 2 1 the member has agreed either generally or in respect of a specific matter (or in the case where the member is a company is deemed to have agreed by a provision in the Act) that notices or documents can be served or delivered in electronic form,
- 152 2 2 the documents are documents to which the agreement applies, and
- 152 2 3 copies of the documents are sent in electronic form to the address notified by the member to the Company for that purpose
- 152 3 Subject to any requirement of the Statutes and provided that the Company has complied with all applicable regulatory requirements, the Company may send any documents or notices to its members by means of a website and any such documents or notices will be validly sent provided that
- 152 3 1 the member has expressly agreed (generally or specifically) that documents or notices may be sent by means of a website to him or he has been asked (individually) to agree that documents and notices can be sent by means of a website and the Company has received no response to that request within 28 days from the date on which the request was sent,
- 152 3 2 the documents are documents to which the agreement applies, and
- 152 3 3 the member is notified of the presence of the documents on the website, the address of the website, the place on the website where the documents may be accessed and how they may be accessed
- 152 4 Documents must be available on the website for a period of not less than 28 days from the date of notification unless the Statute makes provisions for any other time period

- 152 5 If the documents are published on the website for a part only of the period time referred to in article 152 4, they will be treated as being published throughout the period if the failure to publish throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid
- 152 6 Where a notice or other document is given or sent by electronic communication, it shall be deemed to have been given or sent on the day it was first given or sent or, if the day it is sent is not a working day, on the next working day Proof that a notice or other document given or sent by electronic communication was given or sent in accordance with current guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was sent or given
- 152 7 Where a notice or other document is given or sent by means of a website, it shall be deemed to have been given or sent when the material has first been made available on the website, or, if later, when the recipient received, or is deemed to have received, notice of the fact that the material was available on the website
- 152 8 In the case of the joint holders of a share, all notices shall be given to the joint holder whose name stands first in the Register of Members in respect of the joint shareholding and notice so given shall be sufficient notice to all the joint holders
- 152 9 Where the Statutes or these articles require agreement of a member to electronic means of communication or website communication, the holder who is named first in the Register may give agreement on behalf of all joint holders
- 152 10 A person entitled to a share in consequence of the death, bankruptcy or mental disorder of a member or by operation of law or any other event 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 and if he wishes an address for the delivery and receipt of electronic communication shall be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy would be entitled, and such service or delivery shall for all purposes be deemed 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 address of any member in pursuance of these articles shall, notwithstanding that such member be then dead or bankrupt or in liquidation, and whether or not the Company have notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or first-named joint holder
- 152 11 A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices or an address for the delivery and receipt of electronic communications, shall not be entitled to receive notices from the Company
- 152 12 If on three consecutive occasions a notice to a member has been returned undelivered (or is notified as being undelivered by any electronic communication delivery system), such member shall not thereafter be entitled to receive notices from the Company until he shall have communicated with the Company and supplied in writing to the Transfer Office a new registered address, or a postal address within the United Kingdom for the service of notices, or shall have informed the Company, in such manner as may be specified by the Company, of an address for the delivery and receipt of electronic communications For these purposes, a notice sent by post shall be treated as returned undelivered if the notice is sent back to the Company (or its agents) and a

notice sent by electronic communication shall be treated as returned undelivered if the Company (or its agents) receive notification that the notice was not delivered to the address to which it was sent

- 152 13 If at any time by reason of the suspension of or disruption to postal services within the United Kingdom the Company is unable effectively to convene a General Meeting or an Annual General Meeting by notices sent through the post, a General Meeting or an Annual General Meeting may be convened by notice advertised in at least one national 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 may still serve notices by electronic communications, subject always to the Statutes but 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
- 152 14 Nothing in this article shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner
- 152 15 Every person who by operation of law, transfer or other means shall have become entitled to any share shall be bound by every notice in respect of such share which, previously to his name and address being entered in the Register of Members, shall have been duly given to the person from whom he derives his title to such share other than notice given under articles 74 1 to 74 4 inclusive or under the provisions of section 793 of the Act

#### **MINUTES**

- 153 The Directors shall cause minutes to be made of the following matters, namely
- 153 1 of all appointments of officers, and Committees made by the Directors, and of their salary or remuneration,
- 153 2 of the names of Directors present at every meeting of the Board or of Committees of Directors, and all business transacted at such meetings, and
- 153 3 of all orders, resolutions and proceedings of all Annual General Meetings or General Meetings and of the Directors and Committees of Directors

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

- 154 The Company shall keep and make available for inspection
- 154 1 as required by section 228 of the Act copies and/or memoranda of the Directors' service contracts,
- 154 2 all such registers and reports as the Company is required to keep under Part 22 of the Act, and
- 154 3 as required by any applicable statutes, a register of all mortgages and charges affecting the property of the Company

#### **UNTRACED MEMBERS**

- 155 1 The Company shall be entitled to sell (in such manner and for such price as the Directors think fit) the shares of a member or the shares to which a person is entitled by

virtue of transmission on death or bankruptcy if and provided that the following conditions are satisfied

- 155 1 1 for a period of twelve years, being a period during which at least three dividends in respect of the shares in question have become payable, no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member or to the person entitled by transmission to the share, stock or debenture or loan stock at his address on the Register or 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,
- 155 1 2 the Company has at the expiration of the said period of twelve years given notice by advertisement in both a national newspaper and in a newspaper circulating in the area in which the address referred to in article 155 1 1 is located of its intention to sell such share, stock or debenture or loan stock,
- 155 1 3 the Company has not during the further period of three months following the publication of the said advertisements or following the later publication if the two advertisements are published on different dates and prior to the exercise of the power of sale received any communication from the member or person entitled by transmission, and
- 155 1 4 if so required by the rules of the United Kingdom Listing Authority or the London Stock Exchange, the Company has given notice in writing to the United Kingdom Listing Authority and the London Stock Exchange of its intention to sell such share, stock or debenture or loan stock
- 155 2 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such shares or any of them and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto The Company shall be obliged to account to the former member or other person previously entitled for the net proceeds of sale by carrying such proceeds to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor for such amount and not a trustee in respect of the debt for such former member or person and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit

#### **WINDING-UP**

- 156 If the Company shall be wound up, the surplus assets remaining after payment of all creditors shall be divided among the members in proportion to the capital which at the commencement of the winding up is paid up, or ought to have been paid up, on the shares held by them respectively and, if such surplus assets shall be insufficient to repay the whole of the paid up capital, they shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up, on the shares held by them respectively But this article is to be subject to the rights attached to any shares which may be issued on special terms or conditions

**INDEMNITY**

- 157 1 Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, every Director, secretary or other officer of the Company (not being an auditor) shall be indemnified by the Company out of its own funds against (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company other than (i) any liability to the Company of any associated company (as defined in the Act) and (ii) any liability of the kind referred to in sections 234(3), (4) and (6) of the Act, and (b) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office. Where a Director, secretary or other officer (not being an auditor) is indemnified against any liability in accordance with this article 157 1, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.
- 157 2 Without prejudice to paragraph 157 1 above, the Directors shall have power to purchase and maintain insurance for or for the benefit of any person who is or was at any time a Director, secretary or other officer of any Relevant Company (as defined in paragraph 157 3 below) or who is or was at any time a trustee of any pension fund or employees' share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by or attaching to him in respect of any act or omission in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or otherwise in relation to his duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme (and all costs, charges, losses, expenses and liabilities incurred by him in relation thereto). For the purposes of this paragraph, no person appointed or employed by the Company as an auditor is an officer of the Company.
- 157 3 For the purpose of paragraph 157 2 above, "Relevant Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.
- 157 4 Subject to the provisions of and so far as may be permitted by the Statutes, the Company (i) may provide a Director, secretary or other officer with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act and (ii) may do anything to enable a Director, secretary or other officer to avoid incurring such expenditure, but so that the terms set out in section 205(2) of the Act shall apply to any such provision of funds or other things done.