

Articles of Association
of
FastJet Plc¹

*(as adopted by Special Resolution passed on 15 December 2009
and amended by Special Resolutions passed on 5 August 2011, 12
August 2013 and 12 August 2020)*

THE COMPANIES ACT 2006
A PUBLIC COMPANY LIMITED BY SHARES



¹ The Company's name changed from Rubicon Software Group Plc to Rubicon Diversified Investments Plc on 16/08/2011 and to FastJet Plc on 06/08/12.

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THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF RUBICON SOFTWARE GROUP PLC

Adopted by a special resolution

passed on 15 December 2009

PRELIMINARY

1. Regulations not to apply

No regulations set out in any schedule to, or contained in any order, regulation or other subordinate legislation made under, any Statute concerning companies shall apply as the articles or the regulations of the Company.

2. Interpretation

2.1 In these articles, unless the context requires otherwise:

"2006 Act" means the Companies Act 2006 to the extent in force from time to time.

"appointor" means, in relation to an alternate director, the director who has appointed him as his alternate.

"approved depositary" means a custodian or other person (or a nominee for such custodian or other person) appointed pursuant to an arrangement with the Company or otherwise:

1) to hold shares of the Company or any rights or interests in any shares of the Company; and

2) to issue securities, documents of title or other documents which evidence the entitlement of the holder of them to or to receive such shares, rights or interests held by the approved depositary,

provided and to the extent that such arrangements have been approved by the board for the purpose of these articles. The trustees (acting in their capacity as such) of

any employees' shares scheme established by the Company or any other scheme or arrangements principally for the benefit of employees of the Company and/or its subsidiaries which has been approved by the Company in general meeting shall, unless the board decides otherwise, be treated as an approved depositary; as shall the managers (acting in their capacity as such) of any investment or savings plan which the board has approved.

"articles" means these articles of association or such other articles of association of the Company for the time being in force.

"auditors" means the auditors for the time being of the Company.

"B Deferred Shares" means deferred shares of 9p each in the capital of the Company having such rights are stated as attaching thereto in Article 155

"board" means the board of directors from time to time of the Company or the directors present or deemed to be present at a duly convened meeting of the directors or any committee at which a quorum is present.

"C Deferred Shares" means deferred shares of 0.99p each in the capital of the Company having such rights as are stated as attaching thereto in Article 10B.

"cash memorandum account" means an account so designated by the Operator of the relevant system concerned.

"certificated share" means a share in the capital of the Company that is not an uncertificated share, and references in these articles to a share being held in certificated form shall be construed accordingly.

"clear days" in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"committee" means a committee of the board.

"Company"	means Rubicon Software Group plc.
"company"	includes any body corporate (not being a corporation sole) or association of persons, whether or not a company within the meaning of the 2006 Act, other than the Company.
"director"	means a director for the time being of the Company.
"dividend"	includes bonus and any other distribution whether in cash or in specie.
"Electronic Form"	has the meaning given to it in Section 1168 of the 2006 Act.
"Electronic Means"	has the meaning given to it in Section 1168 of the 2006 Act.
"executed"	in relation to a document includes reference to its being executed under hand or under seal or by any other method permitted by law.
"holder"	means, in relation to any share, the member whose name is entered in the register as the holder of that share and includes two or more joint holders of that share.
"London Stock Exchange:"	means the London Stock Exchange Plc.
"member"	means a member of the Company.
"office"	means the registered office for the time being of the Company, or in the case of sending or supplying documents or information by Electronic Means, the address specified by the Company for the purpose of receiving documents or information by Electronic Means.
"Operator"	has the meaning given to it in paragraph 2(1) of the Regulations.
"paid up"	means paid up or credited as paid up.

"register"	means the register of members to be kept pursuant to the 2006 Act.
"Regulations"	means the Uncertificated Securities Regulations 2001.
"relevant system"	means a relevant system (as defined in the Regulations) in which the Operator of the relevant system has permitted the shares or securities of the Company (or the relevant shares or securities) to be transferred.
"seal"	means the common seal of the Company or any official or securities seal that the Company may have.
"secretary"	means the secretary for the time being of the Company and includes any assistant or deputy secretary and any person appointed by the board to perform the duties of the secretary.
"signed" and "signature"	include a signature printed or produced by mechanical, electronic or other means or any stamp or other distinctive marking made by or with the authority of the person required to sign the document to indicate it is approved by such person.
"uncertificated share"	means a share in the capital of the Company which is recorded on the register as being held in uncertificated form, and title to which may, by virtue of the Regulations, be transferred by means of a relevant system, and references in these articles to a share being held in uncertificated form shall be construed accordingly.
"undertaking"	means undertaking as defined in Section 259 of the 1985 Act.
"written" and "in writing"	includes any method of representing or reproducing words in a legible form.

2.1A References to 'shares' are to the ordinary shares of 1p each in the capital of the Company and references to 'Deferred Shares' are to the deferred shares of 1p each in the capital of the company carrying the rights set out in article 10A

- 2.2 Unless the context requires otherwise, any word or expression contained in these articles and not defined above shall have the same meaning as in the 2006 Act or in the Regulations.
- 2.3 References to a member being "present in person" shall be deemed to include the presence of a proxy of that member or the presence of an authorised representative of a corporate member and cognate expressions shall be construed accordingly.
- 2.4 References to a person entitled by transmission are to a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted on the register.
- 2.5 Words which refer to the singular number only include the plural number, and vice versa.
- 2.6 Words which refer to one gender only include the other genders.
- 2.7 Words which refer to persons or people include individuals, undertakings, bodies corporate, unincorporated associations, partnerships, joint ventures and government departments or agencies and references to anyone of the same include the others as required in the context.
- 2.8 Where these articles refer to months or years, these are calendar months or years.
- 2.9 References to legislation, or to a specific provision of legislation, shall include any amendment to or re-enactment of such legislation or provision for the time being in force.
- 2.10 Any headings in these articles are included for convenience only, and shall not affect the meaning of these articles.
- 2.11 Where, for any purpose, an ordinary resolution of the Company is required, a special resolution shall also be effective for that purpose.

SHARE CAPITAL

3. Shares

The nominal value of each ordinary share and Deferred Share in the capital of the Company at the date of these articles being is 1p.

4. Allotment

- 4.1 Subject to the provisions of the 2006 Act and these articles, the board shall have unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued shares of the Company or rights to subscribe for or convert any security into shares of the Company to such persons (including directors) at such times and generally on such terms and conditions as the board may decide.
- 4.2 No share in the capital of the Company shall be allotted at a discount and, save as permitted by the 2006 Act, no share shall be allotted except as paid up at least as to one-quarter of its nominal value and the whole of any premium on it.

5. Redeemable shares

Subject to the provisions of the 2006 Act and to any rights attached to any existing shares, any shares in the capital of the Company may be issued on terms that they are to be redeemed or, at the option of the Company or the holder, are liable to be redeemed.

6. Power to attach rights

Subject to the provisions of the 2006 Act and to any rights attached to any existing shares, any new shares in the capital of the Company may be issued with or have attached to them such rights or restrictions as the Company may from time to time by ordinary resolution determine, or, if no such determination is made, as the board shall determine. The Company shall, if required in accordance with the 2006 Act, deliver to the Registrar of Companies a statement in the prescribed form containing particulars of the rights.

7. Variation of rights

- 7.1 Subject to the provisions of the 2006 Act, all or any of the rights or privileges attached to any class of shares in the Company may be varied or abrogated in such manner (if any) as may be provided by such rights, or, in the absence of any such provision, either with the consent in writing of the holders of at least three-fourths of the nominal amount of the issued shares of that class (excluding any shares held as treasury shares) or with the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class validly held in accordance with the provisions of these articles, but not otherwise and may be so varied or abrogated whilst the Company is a going concern or in contemplation of winding up.

- 7.2 At every separate meeting all of the provisions relating to general meetings shall apply except that the necessary quorum at any such meeting other than an adjourned meeting shall be two persons at least holding or representing by proxy one third in nominal value of the issued shares of the class in question (excluding any shares of that class held as treasury shares) and at an adjourned meeting shall be one person holding any shares of the class in question (other than treasury shares) or his proxy.
- 7.3 The rights attached to any class of shares shall not, unless otherwise expressly provided in the rights attaching to such shares, be deemed to be varied or abrogated by the creation or issue of shares ranking *pari passu* with or subsequent to them or by the purchase or redemption by the Company of any of its own shares.

8. Commissions and brokerages

- 8.1 The Company may exercise all the powers conferred or permitted by the 2006 Act to pay commissions or brokerages to any person who:
- 8.1.1 subscribes, or agrees to subscribe (whether absolutely or conditionally) for shares in the Company; or
 - 8.1.2 procures, or agrees to procure, subscriptions (whether absolute or conditional) for shares in the Company.
- 8.2 Subject to the provisions of the 2006 Act, such commission or brokerage may be satisfied by the payment of cash or the allotment of fully or partly paid shares or by the grant of an option to call for an allotment of shares or by any combination of such methods.

9. Trusts not recognised

Unless ordered by a court of competent jurisdiction or required by law, the Company shall not recognise any person as holding any share upon any trust and shall not be bound by or be otherwise compelled to recognise (even if it has notice of it) any equitable, contingent, future, partial or other claim to or interest in any share other than an absolute right in the holder to the whole of the share.

10. Renunciation

Subject to the provisions of the 2006 Act and these articles, the board may, at any time after the allotment of shares but before any person has been entered in the register as the holder, recognise a renunciation of those shares by the allottee in favour of some other person and may accord to any allottee of a share a right to

effect such renunciation on, and subject to, such terms and conditions as the board considers fit to impose.

Article 10A Deferred Shares

The Deferred Shares shall have, and be subject to the following rights and restrictions:

10A.1 save as provided in this article 10A, they shall not entitle the holders to receive or participate in the profits or assets of the Company;

10A.2 they shall not entitle the holders to receive notice of or attend or vote at any general meeting of the Company;

10A.3 on return of capital on winding up or otherwise, the holders of Deferred Shares shall only be entitled to repayment of the nominal amount paid up or credited as paid up on the Deferred Shares after the holder of each ordinary share shall have received the nominal amount of that ordinary share and a payment of £100 per ordinary share;

10A.4 they shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking in priority to or pari passu with or subsequent to such shares;

10A.5 save as provided in this article 10A, the Deferred Shares shall be incapable of transfer;

10A.6 notwithstanding any other provision of these articles, the Company shall have the power and authority at any time to purchase all or any of the Deferred Shares for an aggregate consideration of £1 and any director is pursuant to these articles appointed as the attorney of each holder of Deferred Shares to execute a transfer or transfers in respect thereof;

10A.7 the Company shall, subject to the provision of the 2006 Act be entitled to cancel the Deferred Shares without paying any consideration to the holders of such shares;

10A.8 on a reduction of capital the Company shall have the right to cancel the Deferred Shares for nil consideration; and

10A.9 the Company shall not be obliged to issue a certificate in respect of a Deferred Share and any transfers of Deferred Shares shall be certified against the register of members; Articles 15 and 16 shall not apply to the Deferred Shares.

Article 10.B C Deferred Shares

The C Deferred Shares shall have, and be subject to the following rights and restrictions:

10B.1 save as provided in this article 10B, they shall not entitle the holders to receive or participate in the profits or assets of the Company;

10B.2 they shall not entitle the holders to receive notice of or attend or vote at any general meeting of the Company;

10B.3 on return of capital on winding up or otherwise, the holders of C Deferred Shares shall only be entitled to repayment of the nominal amount paid up or credited as paid up on the C Deferred Shares after the holder of each ordinary share shall have received the nominal amount of that ordinary share and a payment of £10,000,000 per ordinary share;

10B.4 they shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking in priority to or pari passu with or subsequent to such shares;

10B.5 save as provided in this article 10B, the C Deferred Shares shall be incapable of transfer;

10B.6 notwithstanding any other provision of these articles, the Company shall have the power and authority at any time to purchase all or any of the C Deferred Shares for an aggregate consideration of £1 and any director is pursuant to these articles appointed as the attorney of each holder of C Deferred Shares to execute a transfer or transfers in respect thereof;

10B.7 the Company shall, subject to the provision of the 2006 Act be entitled to cancel the C Deferred Shares without paying any consideration to the holders of such shares;

10B.8 on a reduction of capital the Company shall have the right to cancel the C Deferred Shares for nil consideration; and

10B.9 the Company shall not be obliged to issue a certificate in respect of a C Deferred Share and any transfers of C Deferred Shares shall be certified against the register of members; Articles 15 and 16 shall not apply to the C Deferred Shares.

ALTERATION OF SHARE CAPITAL

11. Consolidation, sub-division, cancellation and conversion

11.1 Subject to the provisions of the 2006 Act, the Company may, by ordinary resolution:

11.1.1 consolidate, or consolidate and then divide, all or any of its share capital into shares of a larger amount than its existing shares;

11.1.2 sub-divide its shares, or any of them, into shares of a smaller amount, provided that the proportion between the amount paid up and the amount (if any) unpaid on each share resulting from such sub-division is the same as it was in the case of the share which was sub-divided. A resolution to sub-divide shares may also determine that, as between the shares resulting from such sub-division, any of them may have any preference or other advantage or deferred or qualified rights or be subject to any restriction as compared with the others;

11.1.3 cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the cancelled shares; and

11.1.4 convert all or any of its paid up shares into stock, and re-convert that stock into paid up shares of any denomination.

11.2 After the passing of any resolution converting all the fully paid up shares of any class in the capital of the Company into stock any shares of that class which subsequently become fully paid up and rank pari passu in all other respects with such shares shall, by virtue of this article and such resolution, be converted into stock transferable in the same units as the shares already converted.

11.3 Subject to any special rights or restrictions attached to them by their terms of issue, all new shares shall be subject to the provisions of these articles with reference to allotment, payment of calls, forfeiture, lien, transfer, transmission and otherwise.

12. Fractions

12.1 Subject to any direction by the Company in general meeting, whenever, as the result of any consolidation or consolidation and division of shares, any

members of the Company would become entitled to fractions of shares, the board may deal with such fractions as it shall determine. In particular, the board may:

12.1.1 arrange for the sale, for the best price reasonably obtainable, of the shares representing the fractions to any person (including, subject to the provisions of the 2006 Act, the Company) and distribute the net proceeds of the sale in due proportions amongst those members; except that any amount otherwise due to a member, being less than £5, or such other sum as the board may from time to time determine, may be retained for the benefit of the Company. For this purpose, the board may:

- (a) if the share is in certificated form, authorise any person to execute a transfer of the shares sold to the purchaser of them or to his nominee;
- (b) if the share is held in uncertificated form, exercise any of the Company's powers under article 17.4 to give effect to the sale,

and, in each case, authorise a person to enter the name of the purchaser or his nominee in the register as the holder of the shares which have been sold. The purchaser shall not be bound to see to the application of the purchase monies, and title to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale. After the name of the purchaser or his nominee has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively; or

12.1.2 subject to the provisions of the 2006 Act, if the necessary unissued shares are available, issue to each such holder credited as fully paid up by way of capitalisation the minimum number of shares required to round up his holding to a whole number (such issue being deemed to have been effected immediately before consolidation). The amount required to pay up such shares shall be appropriated, at the board's discretion, from any sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or to

the credit of the profit and loss account and capitalised by applying the same in paying up such shares.

- 12.2 Subject to the 2006 Act, in effecting any consolidation or consolidation and division of shares, the board may treat a member's shares held in certificated form and uncertificated form as separate holdings. The board may also cause any shares which result and which represent fractions to be entered in the register as shares in certificated form where this is desirable in order to sell them.

13. Reduction of capital

Subject to the provisions of the 2006 Act, the Company may by special resolution reduce its authorised and issued share capital, any capital redemption reserve and any share premium account in any way.

14. Purchase of own shares

- 14.1 Subject to the provisions of the 2006 Act, the Company may purchase all or any of its shares of any class (including any redeemable shares) in any way.

SHARE CERTIFICATES

15. Right to certificates

- 15.1 Subject to these articles and unless the terms of allotment of the shares provide otherwise, every person, upon becoming the holder of any shares in certificated form, shall be entitled, without charge, to one certificate for all the shares of any class registered in his name or, in the case of shares in certificated form of more than one class being registered in his name, to a separate certificate for each class of shares so registered.
- 15.2 Where a member transfers part of his shares comprised in a certificate, he shall be entitled (without charge) to one certificate for the balance of shares retained by him to the extent that the balance is to be held in certificated form.
- 15.3 Such certificate(s) shall be despatched to the person so entitled within two months (or a longer period as the terms of issue shall provide) after allotment or lodgement of a transfer, as the case may be.
- 15.4 The Company shall not be bound to issue more than one certificate in respect of shares in certificated form held jointly by two or more persons. Delivery of

a certificate to anyone joint holder shall be sufficient delivery to all joint holders.

- 15.5 The Company may deliver a certificate to a broker or agent who is acting for a person who is buying shares in certificated form, or who is having the shares in certificated form transferred to him.
- 15.6 Every certificate of shares shall specify the number and class and the distinguishing numbers (if any) of the shares to which it relates and the amount paid up on them.

16. Replacement certificates

- 16.1 If a member has two or more share certificates for shares of the same class, he may ask the Company for these to be cancelled and replaced by a single new certificate. Provided that such member pays such reasonable charge as the board may decide, the Company must comply with such a request.
- 16.2 A member may ask the Company to cancel and replace a single share certificate with two or more certificates, for the same total number of shares. The Company may comply with such request and may request that the member pays such reasonable charge as the board may decide.
- 16.3 The board may cancel any certificate which is worn out, defaced, lost or destroyed and issue a replacement certificate on such terms (if any) as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out-of-pocket expenses incurred by the Company as the board may decide, and upon delivery up of the original certificate (where it is worn out or defaced).

UNCERTIFICATED SHARES

17. Uncertificated shares

- 17.1 Subject always to the Regulations and to the facilities and requirements of the relevant system concerned, the board may resolve that any class of shares can be held in uncertificated form and that title to such shares may be transferred by means of a relevant system; and the board may make arrangements for any class of shares to be held and transferred in this form. The board may also resolve that shares of any class must cease to be held and transferred in uncertificated form.
- 17.2 In accordance with and subject to the Regulations, shares held in uncertificated form may be changed to become shares held in certificated

form, and shares held in certificated form may be changed to become shares held in uncertificated form.

17.3 No provision of these articles shall apply to shares of any class held in uncertificated form to the extent that it is in any respect inconsistent with:

17.3.1 the holding of shares of that class in uncertificated form;

17.3.2 the transfer of title to shares of that class by means of a relevant system; or

17.3.3 any provision of the Regulations.

17.4 Where any class of shares is a participating security and the Company is entitled under any provision of the 2006 Act, the Regulations or these articles to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over a share held in uncertificated form, the Company shall be entitled, subject to the provisions of the 2006 Act, the Regulations, these articles and the facilities and requirements of the relevant system:

17.4.1 to require the holder of that uncertificated share by notice to change that share into certificated form within the period specified in the notice and to hold that share in certificated form for so long as required by the Company;

17.4.2 to require the holder of that uncertificated share by notice to give any instructions necessary to transfer title to that share by means of the relevant system within the period specified in the notice;

17.4.3 to require the holder of that uncertificated share by notice to appoint any person to take any step, including without limitation the giving of any instructions by means of the relevant system, necessary to transfer that share within the period specified in the notice; and

17.4.4 to take any action that the board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.

LIEN

18. Company's lien on shares not fully paid

- 18.1 The Company shall have a first and paramount lien on every share which is not fully paid up for any amount payable in respect of such share, whether the due date for payment shall have arrived or not, and such lien shall apply to all dividends from time to time declared or other monies payable in respect of such share.
- 18.2 The board may at any time, either generally or in any particular case, waive any lien that has arisen or declare any share to be wholly or partly exempt from the provisions of this article 18. Unless otherwise agreed with the transferee, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share.

19. Enforcement of lien by sale

- 19.1 Subject to article 19.2, the Company may enforce its lien by selling, in such manner as the board may determine, any share subject to it.
- 19.2 The Company shall only be entitled to enforce its lien where:
- 19.2.1 the due date for payment of the amount in respect of which the lien exists has arrived;
 - 19.2.2 notice (stating, and demanding payment of, such amount and giving notice of the intention to sell in default of such payment) has been served by the Company on the member concerned (or to any person entitled to the share by transmission); and
 - 19.2.3 such payment is not made within 14 clear days of service of such notice.
- 19.3 To give effect to a sale in accordance with article 19.1, the board may:
- 19.3.1 if the share is held in certificated form, authorise any person to execute as transferor a transfer of any share to be sold. Such transfer shall be as effective as if it had been executed by the holder (or person (if any) entitled by transmission to the share);
 - 19.3.2 if the share is held in uncertificated form, exercise any of the company's powers under article 17.4 to give effect to the sale, and, in each case, authorise a person to enter the name of the purchaser or his nominee in the register as the holder of the share

which has been sold. The purchaser shall not be bound to see to the application of the purchase monies; and the title to the share shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale. After the name of the purchaser or his nominee has been entered in the register in respect of such share, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

20. Application of proceeds of sale

- 20.1 The net proceeds of a sale in accordance with article 19.1, after payment of the costs of the sale, shall be applied by the Company in or towards satisfaction of the amount in respect of which the lien exists so far as the same is presently payable. Subject to article 20.2, any residue shall (subject to a like lien for sums not presently payable as existed on the shares before the sale) be paid to the member (or to any person entitled to the share by transmission) immediately before the sale.
- 20.2 In the case of shares held in certificated form, the Company need not pay to the member any amount due in accordance with the provisions of article 20.1 until the certificate for the share which is sold is surrendered to the Company for cancellation (or until an indemnity (with or without security as the board may require) as to any lost or destroyed certificate is provided to the Company in such form as the board may decide).

CALLS ON SHARES

21. Calls

- 21.1 Subject to the terms of allotment of shares and provided that any monies unpaid are not payable on a date fixed in accordance with such terms of allotment, the board may make calls on the members in respect of any monies unpaid on the shares or any class of shares held by them (whether in respect of nominal value or any premium).
- 21.2 The board shall give 14 clear days' notice to each member concerned (or to any person entitled to the share by transmission) of the amount called on the shares and of when and where payment is to be made.
- 21.3 Subject to article 21.2, each member shall pay to the Company as required by the notice referred to in that article the amount called on his shares.
- 21.4 A call may be required to be paid by instalments.

- 21.5 At any time the call may be revoked or payment postponed in whole or in part as the board may determine.
- 21.6 A call shall be deemed to have been made at the time when the resolution of the board authorising such call was passed.
- 21.7 A person on whom a call is made shall remain liable even though the shares in respect of which the call was made are subsequently transferred.
- 21.8 The joint holders of a share shall be jointly and severally liable for payment of all calls in respect of such share.

22. Power to make different arrangements

Subject to the terms of allotment of shares, on the issue of shares, the board may make different arrangements, as between the holders of such shares, in the amount and the time of payment of calls.

23. Interest on calls; costs, charges and expenses for non-payment

- 23.1 If the sum payable in respect of any call is not paid on or before the day appointed for payment, the person from whom it is due and payable shall pay:
- 23.1.1 interest on the unpaid amount; and
 - 23.1.2 all costs, charges and expenses incurred by the Company by reason of such non-payment.
- 23.2 The rate of interest payable may be fixed at the time of allotment of the share or, if no rate is fixed, shall be such rate, not exceeding, without the sanction of the Company given by ordinary resolution, the Bank of England Base Rate by more than [fifteen] per cent per annum (compounded on a six monthly basis as the board may decide.
- 23.3 Such interest is payable from (and including) the day appointed for payment until (but excluding) the day of actual payment.
- 23.4 The board may waive payment of the interest, costs, charges and expenses in whole or in part.

24. Payment in advance

- 24.1 The board may, if it thinks fit, receive from any member willing to advance the same all or any part of the monies uncalled and unpaid on the shares held by him.
- 24.2 The liability on the shares in respect of which a payment in advance of calls is made shall be extinguished to the extent of the amount so paid.
- 24.3 The Company may pay interest on the monies paid in advance, or on so much of them as from time to time exceed the amount of the calls then made on the shares in respect of which the advance has been made, at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, the Bank of England Base Rate by more than five per cent per annum) as the board may decide.
- 24.4 The board may at any time repay the amount advanced upon giving to the relevant members one month's notice in writing.

25. Sums due on allotment treated as calls

Any amount which becomes payable in respect of a share on allotment, or at any date fixed pursuant to the terms of allotment, whether in respect of the nominal value of the share or by way of premium or as an instalment of a call, shall be deemed to be a call; and, in the case of non-payment of any such amount, all the provisions of these articles as to payment of interest, costs, charges and expenses, forfeiture or otherwise shall apply as if such sum had become due and payable by virtue of a call.

FORFEITURE

26. Notice if call not paid

If a call remains unpaid after it has become due and payable, the board may at any time give notice to such member (or to any person entitled to the shares by transmission) demanding payment. The notice shall state:

- 26.1 a date, being not less than 14 clear days from the date of the notice, by which payment of the amount of the call outstanding, any interest that may have accrued on that amount and all costs, charges and expenses incurred by the Company by reason of such non-payment shall be made;
- 26.2 the place where payment is to be made; and
- 26.3 that, if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.

27. Forfeiture for non-compliance

- 27.1 If the notice referred to in article 26 is not complied with, any share in respect of which it was given may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the board to that effect.
- 27.2 Forfeiture shall be deemed to occur at the time of the passing of the board resolution referred to in article 27.1.
- 27.3 Forfeiture shall include all dividends declared or other monies payable in respect of the forfeited shares, but not paid before the forfeiture.

28. Notice after forfeiture

- 28.1 When any share has been forfeited, notice of the forfeiture shall be served on the person who was, before forfeiture, the holder of the share (or the person, if any, entitled by transmission to the share); but no forfeiture shall be invalidated by any omission to give such notice.
- 28.2 An entry of the fact and date of forfeiture shall be made in the register.

29. Disposal of forfeited shares

- 29.1 Until cancelled in accordance with the provisions of the 2006 Act, a forfeited share, together with all rights attaching to it, shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before the forfeiture, the holder (or the person, if any, entitled by transmission to the share) or to any other person.
- 29.2 Such sale, re-allotment or other disposal shall be made on such terms and in such manner as the board may determine, including (but without limitation to the generality of the preceding wording) with or without any past or accruing dividends and, in the case of re-allotment, with or without any money paid up on it by the former holder being credited as paid up on it on re-allotment.
- 29.3 Where, for the purposes of its disposal, a forfeited share is to be transferred to any person, the board may:
- 29.3.1 if the share is held in certificated form, authorise any person to execute as transferor a transfer of such share to the transferee;
 - 29.3.2 if the share is held in uncertificated form, exercise any of the Company's powers under article 17.4 to give effect to the transfer.

- 29.4 The Company may receive the subscription or purchase monies (if any) given for the share on its re-allotment or disposal, and may register the allottee or, as the case may be, transferee as the holder of the share.
- 29.5 The board may, at any time before any share so forfeited has been cancelled, sold, re-allotted or otherwise disposed of, annul the forfeiture on such conditions as it thinks fit.
- 29.6 A statutory declaration in writing by a director or the secretary that a share has been forfeited on the date stated in the declaration shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The person to whom the share is re-allotted or disposed of shall not be bound to see to the application of the subscription or purchase monies (if any); and the title to the share shall not be affected by any irregularity in or invalidity of the proceedings relating to the forfeiture or re-allotment or disposal of the share. After the name of the allottee or, as the case may be, transferee has been entered in the register in respect of such share, the validity of the re-allotment or transfer shall not be impeached by any person and the remedy of any person aggrieved by the re-allotment or transfer shall be in damages only and against the Company exclusively.

30. Liabilities and claims on forfeiture

- 30.1 Any person whose shares have been forfeited shall cease to be a member in respect of them and (in the case of shares held in certificated form) shall surrender to the Company for cancellation the certificate for the shares. However, he shall remain liable to pay, and shall immediately pay, to the Company:
- 30.1.1 all calls, interest, costs, charges and expenses owing on or in respect of such shares at the time of forfeiture; and
- 30.1.2 interest on such amounts. Such interest is payable from (and including) the day of actual forfeiture until (but excluding) the day of payment. The rate of such interest may be fixed at the time of allotment of the shares or, if no rate is so fixed, shall be such rate (not exceeding, without the sanction of the Company given by ordinary resolution, the Bank of England Base Rate by more than five per cent per annum) as the board may decide, and the board may, if it thinks fit, enforce payment of such amounts without any allowance for the value of the shares at the time of forfeiture or for any subscription or purchase monies received on their re-allotment or disposal.

30.2 Save for those rights and liabilities expressly saved by these articles or imposed (in the case of past members) by the 2006 Act, the forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share, as between the member whose share is forfeited and the Company.

31. Surrender

The board may accept the surrender of any share liable to be forfeited and, in such case, references in these articles to forfeiture shall include surrender.

UNTRACED SHAREHOLDERS

32. Power of sale

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

32.1.1 for a period of not less than 12 years (during which at least three cash dividends (whether interim or final) shall have been paid to members of the class to which the shares concerned belong):

(a) no cheque, warrant or money order sent by the Company through the post in a pre-paid envelope addressed to the member, or to the person entitled by transmission to the share, at his address on the register (or other last known address given by such member or person to which cheques, warrants and money orders in respect of such share are to be Sent) has been cashed; or

(b) funds paid by any bank or other funds transfer system to such member or person in accordance with article 128.1 have been returned to the Company;

32.1.2 at the expiration of such period of 12 years, the Company has given notice of its intention to sell such share by advertisement in both a national newspaper and in a newspaper circulating in the area of the address referred to in article 32.1.1(a) above or the address at which services of notices may be effected in the manner authorised by these articles is located; and

- 32.1.3 the Company has not, during such period of 12 years or the further period of three months following the last of such advertisements, received any communication in respect of such share from the member or person entitled by transmission.
- 32.2 If, during the period of not less than 12 years referred to in article 32.1 or during any period ending on the date when all the requirements of articles 32.1.1 to 32.1.3 (inclusive) have been satisfied, any additional shares have been issued by way of a bonus issue in respect of those shares held at the beginning of, or previously so issued during, such periods, and all the requirements of articles 32.1.2 and 32.1.3 have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares.
- 32.3 To give effect to any such sale, the board may:
- 32.3.1 if the share is held in certificated form, authorise any person to execute as transferor a transfer of such share to the purchaser or his nominee. Such transfer shall be as effective as if it had been executed by the holder (or person (if any) entitled by transmission to the share);
- 32.3.2 if the share is held in uncertificated form, exercise any of the Company's powers under article 17.4 to give effect to the sale,
- and, in each case, authorise a person to enter the name of the purchaser or his nominee in the register as the holder of the share which has been sold. The purchaser shall not be bound to see to the application of the purchase monies; and the title to the share shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale. After the name of the purchaser or his nominee has been entered in the register in respect of such share, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
- 32.4 A statutory declaration by a director or the secretary that a share has been sold on the date stated in the declaration shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.

33. Application of proceeds of sale

The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all monies in respect of that sale to a

separate account. The Company shall be deemed to be a debtor and not a trustee in respect of that money for such member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments as the board may from time to time think fit. No interest shall be payable in respect of such monies and the Company shall not be required to account for any money earned on them.

TRANSFERS OF SHARES

34. General provisions about transfers of shares

- 34.1 Subject to the provisions of these articles, a member may transfer all or any of his shares to another person.
- 34.2 The transferor shall be deemed to remain the holder of any share transferred until the name of the transferee is entered in the register in respect of it.
- 34.3 No fee shall be charged by the Company for the registration of any transfer or any other change relating to or affecting the title to any share or the right to transfer it or for making any other entry in the register.

35. Transfers of uncertificated shares

Every transfer of shares which are in uncertificated form must be made by means of a relevant system.

36. Transfers of certificated shares

- 36.1 Every transfer of shares which are in certificated form must be in writing in any usual form or in any form approved by the board.
- 36.2 Such transfer shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee.
- 36.3 The Company is entitled to retain any transfer which it registers.

37. Right to refuse registration

- 37.1 The board may, in its absolute discretion and without giving any reason, refuse to register any transfer of certificated shares if:
 - 37.1.1 it is in respect of shares which are not fully paid up;
 - 37.1.2 it is in respect of more than one class of shares. Each class needs a separate share transfer form;

- 37.1.3 it is not duly stamped (if so required); and
 - 37.1.4 it is not delivered for registration to the office or such other place as the board may from time to time determine, accompanied (except in the case of a transfer by a recognised person where a certificate has not been issued) by the certificate for the shares to which it relates and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer.
- 37.2 The board may, in its absolute discretion and without giving any reason, refuse to register any allotment or transfer of shares which is in favour of:
- 37.2.1 a child, bankrupt or person of unsound mind; or
 - 37.2.2 more than four joint allottees or transferees.
- 37.3 If the board refuses to register any allotment or transfer of a share, it shall notify the person to whom the shares were to be allotted or transferred and, in the case of shares in certificated form, the Company must return the letter of allotment or share transfer form to the person who delivered it to the Company (except in the case of suspected fraud). Such notification shall be made no later than two months after the date:
- 37.3.1 (in the case of shares held in certificated form) on which the letter of allotment or share transfer form was lodged with the Company;
 - 37.3.2 (in the case of shares held in uncertificated form) on which the instruction from the Operator of the relevant system was received by the Company.

38. Suspension of registration and closing of register

- 38.1 In the case of shares in certificated form, the registration of transfers of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the board may from time to time determine.
- 38.2 In the case of shares in uncertificated form, the register shall not be closed without the consent of the Operator of the relevant system.

TRANSMISSION OF SHARES

39. On death

39.1 The personal representatives of a deceased member shall be the only persons recognised by the Company as having any title to shares held by him alone or to which he alone is entitled but, in the case of shares held by more than one person, only the survivor or survivors shall be recognised by the Company as being entitled to such shares.

39.2 Nothing in these articles shall release the estate of a deceased member from any liability in respect of any share which had been held by him solely or jointly with another person.

40. Election of person entitled by transmission

40.1 Any person becoming entitled to a share in consequence of the death or bankruptcy of any member or of any other event giving rise to a transmission of such entitlement by operation of law may, on producing such evidence as the board may properly require, elect either to be registered as a member or to have some person nominated by him registered as a member.

40.2 If the person so entitled elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have some other person registered, he shall do this:

40.2.1 (in the case of shares held in certificated form) by executing as transferor a transfer of the share to that person;

40.2.2 (in the case of shares held in uncertificated form) by a transfer by means of a relevant system.

The provisions of these articles relating to the transfer of shares (including the right of the board to decline or suspend registration) shall apply to such notice or transfer (as the case may be) as if it were a transfer by the person previously entitled to the shares.

40.3 The board may at any time give notice requiring any such person to elect either to register himself or to transfer the share and, if such notice is not complied with within 60 days, the board may, after that time, withhold payment of all dividends and other monies payable in respect of such share until the requirements of the notice have been complied with.

41. Rights on transmission

41.1 When a person becomes entitled to a share in consequence of the death or bankruptcy of a member, or of any other event giving rise to a transmission

of such entitlement by operation of law, the rights of the holder in relation to that share shall cease.

- 41.2 However, the person so entitled to the share may give a good discharge for any dividends and other monies payable in respect of it and shall, subject to the provisions of these articles, have the same rights to which he would be entitled if he were the holder of the share; except that he shall not, before he is registered as the holder of the share, be entitled in respect of it to receive notice of, or to exercise any rights conferred by membership in relation to, meetings of the Company or any separate meeting of the holders of any class of shares in the Company.

GENERAL MEETINGS

42. Annual general meetings

The Company shall hold an annual general meeting once every year, in addition to any other general meetings which are held in that year. The period between one annual general meeting and the next shall not be more than 15 months or such shorter period as may be required to comply with the 2006 Act.

43. Other general meetings

- 43.1 The board may convene a general meeting of the Company whenever it thinks fit in accordance with the 2006 Act.
- 43.2 Immediately on receipt of a requisition from members in accordance with the 2006 Act, the board must convene a general meeting of the Company not more than 28 days after the notice and, in default, such meeting may be convened by requisitionists, as provided in the 2006 Act.
- 43.3 At any general meeting convened on any such requisition or by such requisitionists, the only business which shall be transacted is that stated by the requisition or proposed by the board
- 43.4 If, at any time, there are not sufficient directors within the United Kingdom capable of acting to form a quorum, the directors in the United Kingdom capable of acting may convene a general meeting in the same manner (as nearly as possible) as that in which general meetings may be convened by the board.

NOTICE OF GENERAL MEETINGS

44. Length and form of notice

- 44.1 An annual general meeting shall be called by not less than 21 clear days notice. All other general meetings of the Company shall be called by not less than 14 clear days notice.
- 44.2 Subject to the provisions of the 2006 Act, a general meeting may be called by shorter notice if it is so agreed:
- 44.2.1 in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and
- 44.2.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.
- 44.3 The notice shall specify:
- 44.3.1 if the meeting is an annual general meeting, that it is an annual general meeting;
- 44.3.2 the date, the time and the place of the meeting;
- 44.3.3 in the case of special business, the general nature of that business;
- 44.3.4 if the meeting is convened to consider a special resolution, the intention to propose the resolution as such; and
- 44.3.5 with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend, speak and vote instead of him and that a proxy need not also be a member.
- 44.4 Notice of every general meeting shall be given to the members (other than any who, under the provisions of these articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the directors and to the auditors.
- 44.5 If the board, in its absolute discretion, considers that it is impractical or undesirable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone the meeting to another date, time and place. When a meeting is so postponed, notice of the date, time and place of the postponed meeting shall be placed in at least one national newspaper in the United Kingdom. Notice of the business to be transacted at such postponed meeting shall not be required.

- 44.6 Where the Company has given an electronic address in any notice of general meeting, any document or information relating to proceedings at that general meeting may be sent by Electronic Means to that address, subject to any conditions or limitations specified in the relevant notice of general meeting.

45. Omission to send notice

The accidental omission to send notice of a meeting or, (in cases where it is sent out with the notice) a form of proxy or any accompanying circular to, or the non-receipt of any such document (whether due to circumstances beyond the Company's control or otherwise) by, any person entitled to receive the same shall not invalidate the proceedings at that meeting.

46. Special business

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

- 46.1 the receipt and consideration of the profit and loss account, the balance sheet and reports of the directors and of the auditors (including all documents required by law or by the rules of any regulatory body or stock exchange to be annexed to the balance sheet);
- 46.2 the declaration or sanction of dividends;
- 46.3 the re-appointment of directors and the appointment of directors in place of those retiring and not offering themselves for appointment or otherwise ceasing to hold office; and
- 46.4 the re-appointment or appointment of the auditors (when special notice of the resolution for such appointment is not required by the 2006 Act) and the fixing, or determination of the manner of the fixing, of their remuneration.

PROCEEDINGS AT GENERAL MEETINGS

47. Quorum

- 47.1 No business shall be transacted at any general meeting unless a quorum is present. The absence of a quorum shall not preclude the appointment of a chairman of the meeting in accordance with the provisions of these articles, which shall not be treated as part of the business of the meeting.
- 47.2 The quorum for a general meeting shall, for all purposes, be two members present in person, by proxy or by corporate representative and entitled to vote.

48. Procedure if quorum not present

- 48.1 If a quorum is not present within 15 minutes (or such longer interval as the chairman in his absolute discretion thinks fit) from the time appointed for the commencement of the meeting, or if, during a meeting, a quorum ceases to be present, the meeting, if convened by or on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to such date (being not less than 7 days nor more than 28 days later), time and place as the chairman (or, in default, the board) shall appoint.
- 48.2 At any such adjourned meeting the quorum shall be two members present in person, by proxy or by corporate representative and entitled to vote. If a quorum is not present within 15 minutes (or such longer interval as the chairman in his absolute discretion thinks fit) from the time appointed for the commencement of such adjourned meeting, or if, during the meeting, a quorum ceases to be present, one person entitled to vote on the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation which is a member shall be a quorum.
- 48.3 The Company shall give not less than seven clear days' notice of any such adjourned meeting. The notice shall specify the date, the time and the place of the adjourned meeting and the general nature of the business to be transacted, and shall state the quorum requirement.

49. Chairman

- 49.1 The chairman (if any) of the board or, in his absence, the deputy chairman (if any) of the board or, in his absence, some other director nominated by the directors, shall preside as chairman at every general meeting of the Company.
- 49.2 If neither the chairman (if any) nor the deputy chairman (if any) nor such other director is present within 30 minutes after the time appointed for the commencement of the meeting, or none of such persons is willing to act as such, the directors present shall select one of their number to be chairman. If only one director is present and he is willing to act, he shall be chairman. In default, the members present in person and entitled to vote shall choose one of their number to be chairman.
- 49.3 The decision of the chairman on points of order, matters of procedure or arising incidentally out of the business of the meeting shall be final and conclusive, as shall be his determination, acting in good faith, whether any point or matter is of such a nature.

- 49.4 For the avoidance of doubt, no provision of these articles restricts or excludes any of the powers or rights of a chairman of a meeting which are given by the Statutes.

50. Director's right to attend and speak

A director shall be entitled, even though he is not a member, to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares or debentures in the capital of the Company.

51. Power to adjourn

- 51.1 The chairman may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn any meeting to another date, time and/or place or for an indefinite period.

- 51.2 Without prejudice to any other power which he may have under these articles or which is given by the general law, the chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting to another date, time and/or place or for an indefinite period if he is of the opinion that:

51.2.1 the members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or

51.2.2 the conduct of persons present prevents or is likely to prevent the proper and orderly conduct of the meeting; or

51.2.3 it has become necessary to ensure that the business of the meeting is properly considered and transacted,

- 51.3 For the avoidance of doubt, the provisions of this article 51 shall not apply to a meeting adjourned for want of a quorum (see article 48),

52. Notice of adjourned meeting

- 52.1 Without prejudice to the other provisions of these articles, whenever a meeting is adjourned for 14 days or more or for an indefinite period, at least seven clear days' notice shall be given to the members (other than those who, under the provisions of these articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the directors and to the auditors, Such notice shall specify the date, time and place of the adjourned meeting and the general nature of the business to be transacted,

52.2 In all other cases, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at the adjourned meeting,

52.3 For the avoidance of doubt, the provisions of this article 52 shall not apply to a meeting adjourned for want of a quorum (see article 48),

53. Business at adjourned meeting

The only business which shall be transacted at any adjourned meeting is that which might properly have been transacted at the meeting from which the adjournment took place.

54. Conduct and accommodation of members at meeting

54.1 The board may resolve to enable persons entitled to attend a 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 shall be entitled to vote at, the general meeting in question. Provided that the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending at all the meeting places are able to participate in the business for which the meeting has been convened, and to 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 to be heard and seen by all other persons so present in the same manner, such meeting shall be duly constituted and its proceedings valid. The chairman of the meeting shall be present at and the meeting shall be deemed to take place at the principal meeting place.

54.2 If it appears to the chairman that the principal meeting place or any satellite meeting place is inadequate to accommodate all members entitled and wishing to attend, the meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that a member who is unable to be accommodated is able to participate in the business for which the meeting has been convened, and to hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be heard and seen by all other persons so present in the same manner. The notice of the meeting does not have to give details of any arrangements under this article 54.2.

- 54.3 The board and, at any general meeting, the chairman may make any arrangement and impose any requirement or restriction which it or he (as appropriate) considers appropriate to ensure the security and orderly conduct of a general meeting including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items which may be taken into the meeting place. The board and, at any general meeting, the chairman is entitled to refuse entry to, or to eject, a person who refuses to comply with these arrangements, requirements or restrictions or who disrupts the proper and orderly conduct of the meeting.

VOTING

55. Method of voting

- 55.1 At any general meeting, a resolution put to the vote of the meeting shall be decided by a show of hands unless before the show of hands, or before or immediately following the declaration of the result of the show of hands, a poll is duly demanded.
- 55.2 Subject to the provisions of the 2006 Act, a poll may be demanded on any question by:
- 55.2.1 the chairman of the meeting;
 - 55.2.2 not less than three members present in person, by proxy or by corporate representative and entitled to vote;
 - 55.2.3 a member or members present in person, by proxy or by corporate representative representing in aggregate not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - 55.2.4 a member or members present in person, by proxy or by corporate representative 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.

A demand by a proxy or a corporate representative for a member shall be deemed to be a demand by that member.

- 55.3 Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman that the resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, and an

entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

56. Procedure on a poll

- 56.1 If a poll is properly demanded, it shall be taken in such manner as the chairman of the meeting directs. He may appoint scrutineers, who need not also be members, and may fix a date, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 56.2 Any poll demanded on the election of a chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment. A poll demanded on any other question shall be taken at such date, time and place as the chairman directs, either at once or after an interval or adjournment (but not more than 30 clear days after the date of the demand).
- 56.3 No notice need be given of a poll not taken immediately if the date, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the date, time and place at which the poll is to be taken.
- 56.4 The demand for a poll may be withdrawn, but only with the consent of the chairman. A demand so withdrawn shall validate the result (if any) of a show of hands declared before the demand was made. In the case of a poll demanded before the show of hands or the declaration of the result of it, the meeting shall continue as if the demand had not been made.
- 56.5 The demand for a poll (other than on the election of the chairman of the meeting or on any question of adjournment) shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 56.6 On a poll, votes may be given in person or by proxy. A member entitled to more than one vote need not, if he votes on the poll, use all his votes or cast all the votes he uses in the same way.

57. Votes of members

- 57.1 Subject to any terms as to voting upon which any shares may have been issued or may for the time being be held, or any suspension or abrogation of

voting rights pursuant to these articles, at a general meeting of the Company:

57.1.1 every member present in person or by proxy shall, on a show of hands, have one vote; and

57.1.2 every member present in person or by proxy shall, on a poll, have one vote for every share of which he is the holder.

57.2 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. Seniority shall be determined by the order in which the names of the joint holders stand in the register.

57.3 A member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) that he is or may be suffering from mental disorder or is otherwise incapable of running his affairs may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised for that purpose and appointed by the court or official and any such receiver, curator bonis or other person may, on a poll on a show of hands, vote by proxy; provided in each case, that evidence (to the satisfaction of the board) of the authority of the person claiming to exercise the right to vote is deposited at the office (or at such other place as is specified in accordance with these articles for the deposit of forms of proxy) within the time limits prescribed by these articles for the deposit of forms of proxy for use at the meeting, adjourned' meeting or poll at which the right to vote is to be exercised.

57.4 For the purposes of determining which persons may attend and vote at a general meeting, and the number of votes each such person may have, the notice of the meeting may specify a date and time by which persons must be entered on the register in order to be entitled to attend and vote at the meeting. This date and time must not be more than 48 hours before the time appointed for the commencement of the meeting.

58. Casting vote of chairman

In the case of an equality of votes, the chairman shall, both on a show of hands and on a poll, have a casting vote. This casting vote is in addition to any vote to which he may be entitled as a member or as a proxy.

59. Restriction on voting rights

No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, or to exercise any other right or privilege as a member in respect of a share held by him unless and until all calls or other sums presently due and payable by him in respect of that share whether alone or jointly with any other person together with interest and expenses (if any) have been paid to the Company.

59.1

60. Voting by proxy

60.1 Subject to article 60.2, a form appointing a proxy shall be:

60.1.1 in writing in the usual form, or in such other form as may be approved by the board;

60.1.2 executed by the appointor or his duly constituted attorney or, if the appointor is a corporation, under its seal or under the hand of its duly authorised officer or attorney or other person or persons authorised to sign.

60.2 Subject to the 2006 Act, the board may resolve to allow a proxy to be appointed by Electronic Means. The ability to appoint a proxy by Electronic Means may be subject to such limitations, restrictions or conditions as the board thinks fit. In particular, but without limitation, the board may require such evidence as it considers appropriate to decide that the appointment of a proxy in this manner is effective.

60.3 Subject to any contrary direction contained in the form of proxy or Electronic Form appointing a proxy, a proxy may demand or join in demanding a poll and, subject to the provisions of these articles, may vote on any resolution or amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given, as the proxy thinks fit.

60.4 A proxy need not be a member of the Company.

60.5 A member may appoint more than one proxy to attend on the same occasion. When two or more valid but different forms of proxy or Electronic Forms appointing a proxy are delivered or received in respect of the same share for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share. If the Company is

unable to determine which was last delivered or received, none of them shall be treated as valid in respect of that share.

60.6 The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment of it or on any poll.

60.7 The appointment of a proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting(s) to which it relates. No appointment of a proxy shall be valid after the expiry of 12 months from the date it is given.

60.8 The Company shall send out proxy forms, whether by post or (subject to the 2006 Act) by Electronic Means, to all of the persons entitled to receive notice of and to vote at any meeting.

61. Delivery of proxy

61.1 In order for the appointment of a proxy to be valid:

61.1.1 (in the case of an appointment of a proxy by a form of proxy) the form of proxy, together with the relevant documents, if any, must be:

(a) deposited at the office (or at such other place within the United Kingdom as may be specified in the notice convening the meeting and/or in any form of proxy or other accompanying document sent by the Company in relation to the meeting) by the relevant time; or

(b) duly delivered in accordance with article 61.3;

61.1.2 (in the case of an appointment of a proxy by Electronic Form in accordance with the provisions of these articles) the Electronic Form appointing the proxy, together with the relevant evidence, must be received at the address by the relevant time subject to any Conditions which the Company may specify in the related notice.

61.2 For the purposes of this article 61:

61.2.1 for the purpose of appointing a proxy by Electronic Form, the **"address"** means the number or address which has been specified by the Company for the purpose of receiving Electronic Forms appointing proxies;

61.2.2 **"relevant documents"** means the power of attorney or other authority relied on to sign the form of proxy, or a copy of such document certified by a notary or certified in some other way approved by the board;

61.2.3 **"relevant evidence"** means all or any evidence required by the board in accordance with the provisions of article 60.2;

61.2.4 the **"relevant time"** shall be:

(a) 48 hours (not including any day or part of a day that is not a working day) before the time appointed for the commencement of the meeting or adjourned meeting at which the person appointed as proxy proposes to vote; or

(b) in the case of a. poll taken more than 48 hours after it is demanded, 48 hours (not including any day or part of a day that is not a working day) before the time appointed for the taking of the poll.

61.3 If a meeting is adjourned for less than 48 hours, or if a poll is not taken immediately but is taken not more than 48 hours after it was demanded, a form of proxy may also be delivered at the adjourned meeting or at the meeting at which the poll was demanded to any director or the secretary.

62. When votes by proxy valid though authority revoked

A vote given or poll demanded by a proxy or a duly authorised representative of a corporation shall be valid even though the authority of the person voting or demanding a poll has previously terminated unless notice of the termination was received by the Company:

62.1 (in the case of a duly authorised representative of a corporation) at the office;

62.2 (where the proxy was appointed by a form of proxy) at the office (or such other place as is specified for depositing the form of proxy); or

62.3 (where the proxy was appointed by an Electronic Form) at the address (as defined in article 61.2.1), in either case:

62.4 at least 24 hours before the time appointed for the commencement of the meeting or adjourned meeting at which such vote is given; or

- 62.5 (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) at least 24 hours before the time appointed for the taking of the poll at which the vote is cast.

63. Corporate representative

- 63.1 A member of the Company which is a corporation 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 at any separate meeting of the holders of any class of shares. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation as that corporation could exercise if it were an individual member. The corporation shall, for the purposes of these articles, be deemed to be present in person at any such meeting if a person so authorised is present at it, and all references to attendance and voting in person shall be construed accordingly. Where more than one person is so authorised, anyone of them is entitled to exercise the same powers on behalf of the grantor of the authority as the grantor could exercise if it were an individual member of the Company. Where the corporation authorises more than one person and more than one of them purport to exercise a power, their power shall be exercised in accordance with the provisions of the 2006 Act.
- 63.2 A director, the secretary of the Company or some person authorised for the purpose by the secretary of the Company may require the representative to produce a certified copy of the resolution so authorising him before permitting him to exercise his powers.

64. Objection to or error in voting

No objection shall be raised to the qualification of any voter, or to the counting of, or failure to count, any vote, except at the meeting or adjourned meeting at which the vote objected to is tendered or at which the error occurs. Any objection made in due time shall be referred to the chairman of the meeting and shall only vitiate the result of the voting if, in the opinion of the chairman, it is of sufficient magnitude to affect the decision of the meeting. The decision of the chairman shall be final and conclusive.

65. Amendments to resolutions

- 65.1 No amendment to a special resolution (other than a clerical amendment to correct a patent error) may be considered in any circumstances.

65.2 No amendment to an ordinary resolution (other than a clerical amendment to correct a patent error) may be considered unless either:

65.2.1 at least 48 hours' prior written notice of the amendment has been lodged with the Company at the office; or

65.2.2 the chairman of the meeting agrees otherwise.

65.3 If any amendment proposed to any resolution under consideration is ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

66. Confidential information

No member present at a general meeting, whether in person, by proxy or by representative, shall be entitled to require disclosure of or any information about any detail of the Company's trading, or that may relate to the conduct of the business of the Company, if the board decides that it is in the interests of the Company to keep that information confidential.

DISCLOSURE OF INTERESTS IN SHARES

67. Sanctions for non-disclosure

67.1 Where a member, or any other person appearing to be interested in shares held by that member, has:

67.1.1 been issued with a notice pursuant to section 793 of the 2006 Act; and

67.1.2 failed in relation to any shares ("**default shares**", which expression shall include any further shares which are issued in respect of such default shares) to give the Company the information required by that notice within the prescribed period from the date of service of the notice, then, unless the board otherwise determines, the sanctions set out in articles 67.2 and 67.3 shall apply.

67.2 The member shall not be entitled in respect of the default shares and any other shares held by him to be present or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares, or on any poll, or to exercise any other right conferred by membership in relation to any such meeting or poll. The same restrictions shall apply to any transferee to whom any of such default

shares are transferred, unless such transfer is an excepted transfer (as defined in article 71).

67.3 Where the default shares represent at least 0.25 per cent in nominal value of the issued shares of their class:

67.3.1 any dividend or other monies payable in respect of the default shares shall be withheld by the Company, which shall not have any obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to articles 134 or **Error! Reference source not found.**, to receive shares instead of that dividend; and

67.3.2 save for an excepted transfer (as defined in article 71) and subject to the requirements of the relevant system in relation to shares in uncertificated form, no transfer of a default share shall be registered unless:

- (a) the member is not himself in default as regards supplying the information required; and
- (b) the member proves to the satisfaction of the board that no person in default as regards supplying such information is interested in any of the shares which are the subject of the transfer.

68. Cessation of sanctions

68.1 Where the sanctions under article 67 apply in relation to any shares, they shall cease to have effect seven days following the earlier of:

68.1.1 receipt by the Company of notice that the shares have been transferred by means of an excepted transfer; or

68.1.2 receipt by the Company of the information required by the notice issued pursuant to section 793 of the 2006 Act.

68.2 The board may at any time give notice cancelling or suspending for a stated period the operation of the sanctions under article 67 in whole or in part.

69. Section 793 notices

69.1 Any notice issued pursuant to section 793 of the 2006 Act may treat certificated and uncertificated shares of a holder as separate holdings and either apply only to certificated shares or to uncertificated shares or make different provision for certificated and uncertificated shares.

- 69.2 Where, on the basis of information obtained from a member in respect of any share held by him, the Company issues a notice pursuant to section 793 of the 2006 Act to any other person, it shall, at the same time, send a copy of the notice to the member. The accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of article 67.

70. Approved depositaries

- 70.1 Where a person who appears to be interested in shares has been served with a notice pursuant to section 793 of the 2006 Act and the shares in which he appears to be interested are held by an approved depositary, the provisions of articles 67 to 69 (inclusive) shall be treated as applying only to the shares which are held by the approved depositary in which that person appears to be interested and not (so far as that person's apparent interest is concerned) to any other shares held by the approved depositary.
- 70.2 While the member on which a notice pursuant to section 793 of the 2006 Act is served is an approved depositary, the obligations of the approved depositary as a member will be limited to disclosing to the Company any information relating to a person who appears to be interested in the shares held by it which has been recorded by it in accordance with the arrangement under which it was appointed as an approved depositary.

71. Disclosure of interests - definitions

For the purposes of articles 67 to 70 (inclusive):

- 71.1 a person, other than the member holding a share, shall be treated as appearing to be interested in that share if:
- 71.1.1 the member has informed the Company that the person is, or may be, so interested; or
 - 71.1.2 the Company (after taking account of any information obtained from the member or, pursuant to a notice under section 793 of the 2006 Act, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;
- 71.2 "**interested**" shall be construed in the same way as it is construed for the purpose of section 793 of the 2006 Act;
- 71.3 reference to a person having failed to give the Company the information required by a notice, or being in default as regards supplying such

information, includes reference to his having failed or refused to give all or any part of it and reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;

71.4 the "**prescribed period**" means 14 days;

71.5 an "**excepted transfer**" means, in relation to any shares held by a member:

71.5.1 a transfer pursuant to the acceptance of a takeover offer for the Company (within the meaning of the Act);

71.5.2 a transfer in consequence of a sale made through a recognised investment exchange (as recognised by the Financial Services Authority under the Financial Services and Markets Act 2006) or any other stock exchange outside the United Kingdom on which the Company's shares of the same class as the default shares are normally traded; or

71.5.3 a transfer which is shown to the satisfaction of the board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.

72. Section 794

Nothing contained in these articles shall limit the power of the Company under section 794 of the 2006 Act.

NUMBER OF DIRECTORS

73. Number

Unless and until otherwise determined by the Company by ordinary resolution, the number of directors (other than alternate directors) shall not be less than two and not be more than ten in number.

ALTERNATE DIRECTORS

74. Appointment

74.1 Any director (other than an alternate director) may, by notice delivered to the secretary at the office, or in any other manner approved by the board, appoint any other director or any other person who is approved by the board

and is willing to act to be his alternate. No appointment of an alternate director who is not already a director shall be effective until his consent to act as a director has been received at the office and his appointment has been approved by the board,

- 74.2 An alternate director shall not be required to hold any shares in the Company.

75. Revocation of appointment

- 75.1 A director may, at any time, by notice delivered to the secretary at the office, revoke the appointment of his alternate director and, subject to the provisions of article 74, appoint another person in his place;
- 75.2 If a director ceases to hold the office of director or if he dies, the appointment of his alternate director shall then also cease, However, if any director retires but is re-elected at the meeting at which such retirement takes effect, any valid appointment of an alternate director which was in force immediately before his retirement shall continue to operate after his re-election as if he had not so retired;
- 75.3 The appointment of an alternate director shall cease on the happening of any event which, if he was a director otherwise appointed, would cause him to vacate office.

76. Participation in board meetings

- 76.1 Every alternate director shall (subject to him giving to the Company an address within the United Kingdom at which notices may be served on him or an address or number to which notice may be served on him in Electronic Form) be entitled to receive notice of all meetings of the board and all committees of which his appointor is a member.
- 76.2 In the absence from such meetings of his appointor, an alternate director shall be entitled to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor,
- 76.3 A director acting as alternate director shall have, in addition to his own vote, a separate vote at board and committee meetings for each director for whom he acts as alternate director; however, he shall count as only one director for the purpose of determining whether a quorum is present.

77. Responsibility

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

78. Remuneration and expenses

An alternate director shall not be entitled as against the Company to any fees for his services as an alternate. An alternate director shall be paid by the Company such expenses as might properly have been repaid to him if he had been a director.

POWERS OF THE BOARD

79. Powers of the board

79.1 Subject to the provisions of the 2006 Act and these articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the board which may exercise all the powers of the Company whether relating to the management of the business or not.

79.2 No alteration of these articles and no special resolution of the Company shall invalidate any prior act of the board which would have been valid if such alteration had not been made or such special resolution had not been passed.

79.3 The provisions contained elsewhere in these articles as to any specific power of the board shall not be deemed to limit the general powers given by this article 79.

80. Powers of directors if less than minimum required number

80.1 If the number of directors is less than the minimum for the time being prescribed by these articles, the remaining director or directors shall only act for the purpose of appointing an additional director or directors to make up such minimum or to convene a general meeting of the Company for the purpose of making such appointment. If there is no director or if no director or directors are able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors.

80.2 Any additional director appointed by the remaining director or directors shall (subject to the provisions of these articles and unless he is re-elected during such meeting) hold office only until the dissolution of the annual general meeting of the Company next following such appointment.

81. Exercise of voting rights

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

82. Provision for employees

The Board may exercise any power conferred on the Company by the Acts to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiary undertakings (or any member of his family or any person who is dependent on him) in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary undertaking.

83. Borrowing powers

- 83.1 The board may exercise all the powers of the Company to borrow money and, to mortgage or charge its undertaking, property and uncalled capital or part thereof, and to issue debentures and other securities.

DELEGATION OF DIRECTORS' POWERS

84. Powers of executive directors

The board may from time to time delegate or entrust to and confer upon any director holding executive office (including a managing director) such of its powers, authorities and discretions (with power to sub-delegate) for such time, on such terms and subject to such conditions as it thinks fit. It may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the board in that respect, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

85. Delegation to committees

- 85.1 The board may delegate any of its powers, authorities and discretions (with power to sub-delegate) (including powers or discretions relating to the remuneration of or benefits given to the directors) for such time, on such terms and subject to such conditions as it thinks fit to any committee

consisting of one or more directors and (if thought fit) one or more other persons (provided that a majority of the members of a committee shall be directors or alternate directors and no resolution of a committee shall be effective unless a majority of those present when it was passed are directors or alternate directors). The board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the board in that respect, and may from time to time revoke, withdraw, alter or vary all or any of such powers, and discharge any such committee in whole or in part.

85.2 All committees shall, in the exercise of the powers delegated to them and in the transaction of business, conform to any mode of proceedings and regulations which may be prescribed by the board. Subject to that, the proceedings of any committee shall be governed by such of these articles as regulate the proceedings of the board, so far as they are capable of applying.

85.3 References in these articles to committees include sub-committees permitted under these articles.

86. Power of attorney

The board may, by power of attorney or otherwise, appoint any person or persons to be the agent of the Company and may delegate to any such person or persons any of its powers, authorities and discretions (with power to sub-delegate), in each case for such purposes and for such time, on such terms (including, but not limited to, remuneration and the protection and convenience of persons dealing with the agent) and subject to such conditions as it thinks fit. The board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the board in that respect, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

87. Associate directors

The board may appoint any person (not being a director) to any office or employment having a designation or title including the word "director", or attach to any existing office or employment with the Company such designation or title, and may terminate any such appointment or the use of such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that such person is, or is deemed to be, or is empowered in any respect to act as, a director of the Company for any of the purposes of the 2006 Act or these articles.

APPOINTMENT AND RETIREMENT OF DIRECTORS

88. Power of the Company to appoint directors

Subject to the provisions of the 2006 Act and of these articles, the Company may by ordinary resolution appoint any person who is willing to act as a director, either to fill a vacancy or as an addition to the existing board.

89. Power of the board to appoint directors

89.1 Without prejudice to the power of the Company to appoint any person to be a director pursuant to these articles but subject to the provisions of the 2006 Act and of these articles, the board may, at any time, appoint any person who is willing to act as a director, either to fill a vacancy or as an addition to the existing board.

89.2 Any director so appointed shall:

89.2.1 (subject to the provisions of these articles and unless he is re-elected during such meeting) hold office only until the dissolution of the annual general meeting of the Company next following such appointment, and

89.2.2 not retire by rotation at such meeting or be taken into account in determining the number of directors who are to retire by rotation at such meeting.

90. Appointment of executive directors

90.1 Subject to the provisions of the 2006 Act, the board may from time to time appoint one or more of its body to hold any employment or executive office (including that of chief executive and managing director) for such period and on such terms as the board may determine; and (without prejudice to any claim for damages for breach of any contract of service between the director and the Company and to any claim which may arise by operation of law) the board may revoke or terminate any such appointment.

91. Eligibility of new directors

91.1 No person, other than a director retiring (by rotation or otherwise), shall be eligible for appointment or reappointment as a director at any general meeting, unless:

91.1.1 he is recommended by the board; or

91.1.2 not less than seven nor more than 42 days before the date appointed for the meeting, notice by a member (other than the

person to be proposed) entitled to attend and vote at the meeting of the intention to propose that person for appointment or reappointment, stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors, together with notice given by that person of his willingness to be appointed or reappointed, is lodged at the office.

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

92. Voting on resolution for appointment

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

93. Retirement by rotation

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

94. Directors subject to retirement

94.1 Subject to the provisions of the 2006 Act and of these articles, the directors to retire by rotation at each annual general meeting shall:

94.1.1 exclude any director appointed after the date of any notice convening the annual general meeting; and

94.1.2 include, so far as necessary to obtain the number required, first, any director who wishes to retire and not offer himself for re-election, and secondly, those directors who have been longest in office since their last appointment or reappointment. As between two or more directors who have been in office an equal length of time, the director to retire shall, in default of agreement between them, be determined by lot.

94.2 The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board at the start of business on the date of the notice convening the annual general meeting, even though

the number or identity of the directors after that time but before the close of the meeting may change.

95. Position of retiring director

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

96. Deemed reappointment

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

97. No retirement on account of age

97.1 No person shall be or become incapable of being appointed or reappointed a director by reason of his having attained the age of 70 years or any other age, nor shall any special notice be required in connection with the appointment or reappointment or the approval of the appointment or reappointment of such person.

97.2 No director shall be obliged to vacate his office at any time by reason of the fact that he has attained the age of 70 years or any other age.

REMOVAL AND DISQUALIFICATION OF DIRECTORS

98. Removal by ordinary resolution

In addition to any power of removal conferred by the 2006 Act and without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company and to any claim which may arise by operation of law, the Company may by ordinary resolution remove any director before the expiration of his period of office; and, subject to the provisions of the 2006 Act and of these articles, the Company may by ordinary resolution appoint another person who is willing to act to be a director in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other director is to retire, as if he had become a director on the day on which the person in whose place he is appointed was last appointed or reappointed a director.

99. Vacation of office by director

99.1 Without prejudice to the provisions for retirement (by rotation or otherwise) contained in these articles, the office of a director shall be vacated if:

99.1.1 he resigns by notice delivered to the secretary at the office or tendered at a board meeting;

99.1.2 he ceases to be a director by virtue of any provision of the 2006 Act, is removed from office pursuant to these articles or becomes prohibited by law from being a director;

99.1.3 he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or composition with his creditors generally or applies to the court for an interim order under the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;

99.1.4 he is or may be suffering from mental disorder or is otherwise incapable of running his affairs and either:

(a) an order is made by any court or official having jurisdiction for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property and affairs; or

(b) he is admitted to hospital following an application for admission for treatment under the Mental Health Act 1983 or any similar legislation in any other jurisdiction, and the board resolves that his office be vacated;

99.1.5 both he and his alternate director (if any) appointed pursuant to the provisions of these articles have been absent, without the permission of the board, from board meetings for six consecutive meetings, and the board resolves that his office be vacated;

99.1.6 his contract for his services as a director expires or is terminated for any reason and is neither renewed nor a new contract granted within 14 days; or

99.1.7 (without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company and to any claim which may arise by operation of law) he is removed from office by a notice addressed to him at his last

known address and signed by all his co-directors. An alternate director appointed by the director to whom such notice is being given and acting in his capacity as such shall not be required to sign such notice; and a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that the signature of either of them on such notice shall be sufficient.

99.2 If the office of a director is vacated for any reason, he shall cease to be a member of any committee.

99.3 A resolution of the board declaring a director to have vacated office under the terms of this article 99 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

REMUNERATION OF NON-EXECUTIVE DIRECTORS

100. Remuneration of non-executive directors

Any director who does not hold executive office and who serves on any committee or who devotes special attention to the business of the Company, or who otherwise performs any services on behalf of the Company or its business which, in the opinion of the board, are outside the scope of the ordinary duties of a director, may be paid, subject to any limits imposed by the Board, such reasonable remuneration for such services, whether by way of fees, salary, percentage of profits or otherwise, as the board may from time to time determine.

REMUNERATION OF EXECUTIVE DIRECTORS

101. Remuneration of executive directors

The salary or remuneration of any director appointed to hold any employment or executive office in accordance with the provisions of these articles shall, subject to any limits imposed by the Remuneration Committee, be such as the board may from time to time determine, and may be either a fixed sum of money, or may altogether or in part be governed by business done or profits made or otherwise determined by the board.

DIRECTORS' EXPENSES

102. Expenses

Each director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in the performance of his duties as director,

including any expenses incurred in attending meetings of the board or of any committees or general meetings or separate meetings of the holders of any class of shares or debentures of the Company.

DIRECTORS' INTERESTS

103. Directors may have interests

103.1 Subject to the provisions of the 2006 Act and provided that articles 104 and 105 are complied with, a director, despite his office:

103.1.1 may enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise;

103.1.2 (except that of auditor or auditor of a subsidiary of the Company) may hold any other office or place of profit under the Company in conjunction with the office of director and may act by himself or through his firm in a professional capacity to the Company; and in any such case on such terms as to and otherwise as the board may arrange either in addition to or in lieu of any remuneration provided for by any other article;

103.1.3 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment; and

103.1.4 shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any such office, employment, contract, arrangement, or proposal and no such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest or benefit.

104. Disclosure of interests to the board

104.1 A director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, arrangement, transaction or proposal with the Company shall (if he knows his interest then exists) declare the nature of his interest at the meeting of the board at which the question of entering into the contract, arrangement, transaction or proposal is first considered, or, in

any other case, at the first meeting of the board after he knows that he is or has become so interested. For the purposes of this article 104:

104.1.1 a general notice given to the board by a director that he is to be regarded as having an interest (of the nature and extent specified in the notice) in any contract, arrangement, transaction or proposal in which a specified person or class of persons is interested shall be deemed to be a sufficient disclosure under this article in relation to such contract, arrangement, transaction or proposal; and

104.1.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

105. Interested director not to vote or count for quorum

105.1 Other than as provided in this article 105, a director shall not vote on, or be counted in the quorum in relation to, any resolution of the board or of a committee concerning any contract, arrangement, transaction or proposal to which the Company is or is to be a party and in which he (together with any person connected with him as detailed in article 108.2) is to his knowledge materially interested, directly or indirectly (otherwise than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company). This prohibition shall not apply to a director in respect of a resolution:

105.1.1 relating to the giving of any guarantee, security or indemnity in respect of:

- (a) money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings; or
- (b) a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;

105.1.2 where the Company or any of its subsidiary undertakings is offering securities in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the director is to participate;

- 105.1.3 involving another company in which he (and any person connected with him) has a direct or indirect interest of any kind (including an interest by holding any position, or by holding an interest in shares, in that company). Provided that this article 105.1.3 shall not apply if the director knows that he (and any person connected with him) hold an interest in shares (as that term is defined in section 820 of the 2006 Act) representing one per cent or more of either any class of equity share capital, or the voting rights, in such company;
- 105.1.4 relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates; or
- 105.1.5 concerning insurance which the Company proposes to maintain or purchase for the benefit of directors or for the benefit of persons including directors.

106. Directors' interest in own appointment

- 106.1 A director shall not vote or be counted in the quorum on any resolution of the board or committee concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or its termination) of two or more directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each director. In such case, each of the directors concerned (if not otherwise debarred from voting under this article 106) shall be entitled to vote (and be counted in the quorum) in respect of each resolution, except that concerning his own appointment.

107. Chairman's ruling conclusive on Director's interest

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

that the nature or extent of the interests of the director concerned have not been fairly disclosed).

108. Directors' resolution conclusive on Chairman's interest

108.1 If any question arises at any meeting as to the materiality of the chairman's interest or as to the entitlement of the chairman to vote or to be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be decided by resolution of the directors or committee members present at the meeting (excluding the chairman). The majority vote of the directors or committee members shall be final and conclusive (except where it subsequently becomes apparent that the nature or extent of the interests of the chairman have not been fairly disclosed).

108.2 For the purposes of this article 108:

108.2.1 section 252 of the 2006 Act shall be applied to determine whether a person is connected with a director,

108.2.2 an interest of a person who is connected with a director shall be treated as an interest of the director,

108.2.3 in relation to an alternate, an interest of his appointor shall be treated as an interest of the alternate, in addition to any interest which the alternate otherwise has; and

108.2.4 without prejudice to article 108.2.3, the provisions of this article 108 shall apply to an alternate director as if he were a director otherwise appointed.

109. Directors' conflicting interests

109.1 Without prejudice to the other provisions of this article 109, for the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section 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 excludes:

- 109.1.1 any situation or matter which cannot reasonably be regarded as likely to give rise to a conflict of interest; and
- 109.1.2 any conflict of interest arising in relation to a transaction or arrangement with the Company.
- 109.2 Authorisation of a matter under this article 109 shall be effective only if:
- 109.2.1 the matter in question shall have been proposed in writing for consideration at a meeting of the directors, in accordance with the board's normal procedures or in such other manner as the directors may approve;
- 109.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the **"Interested Directors"**); and
- 109.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- 109.3 Any authorisation of a matter pursuant to this article 109 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 109.4 Any authorisation of a matter under this article 109 shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- 109.5 A director shall not be required to disclose any confidential information to the Company where such information relates to any matter which has been authorised under this article if disclosure of such information would result in breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter.
- 109.6 A director may absent himself from meetings of the directors or committees of directors at which anything relating to that matter will or may be discussed.
- 109.7 A director may make such arrangements as such director and the board think fit for board and committee papers to be received and read by or on behalf of

that Director in respect of whom a matter has been authorised under this article.

- 109.8 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under this article 109 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

DIRECTORS' GRATUITIES AND BENEFITS

110. Benefits

- 110.1 The board may exercise all the powers of the Company to provide:

110.1.1 pensions or other retirement or superannuation benefits;

110.1.2 death or disability benefits; or

110.1.3 other allowances or gratuities,

by insurance or otherwise, for any person who is, or has at any time been, a director of or employed by or in the service of the Company or any company which is a subsidiary company of the Company, or is allied to or associated with the Company or any such subsidiary, or any predecessor in business of the Company or any such subsidiary.

- 110.2 The board may also exercise the powers of the Company to extend these arrangements to any family member of such person (including a spouse or former spouse) or any person who is, or was, dependent on him.

- 110.3 For such purpose, the board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The board may procure any of these matters to be done by the Company, either alone or in conjunction with any other person.

- 110.4 Any director or former director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this article 110.

- 110.5 The board 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 or of any such persons and make payment for or towards the insurance of any such persons, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

PROCEEDINGS OF THE BOARD AND COMMITTEES

111. Board meetings

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

112. Notice of board meetings

112.1 Any director may, and the secretary at the request of a director shall, summon a board meeting at any time by notice (which need not be in writing) served on the members of the board in accordance with the provisions of article 150. A director may waive the requirement that notice be given to him of any board meeting, either prospectively or retrospectively.

112.2 A director absent or intending to be absent from the United Kingdom may request (by notice in writing or by Electronic Means to the board) that, during his absence, notices of board meetings be sent to him at any address for communication by Electronic Means given by him to the Company for this purpose. If no such request is made, or if oral notice only is given of a board meeting and there is no address for communication by Electronic Means given, it shall not be necessary to give notice of a board meeting to a director who is absent from the United Kingdom. Where such address is outside the United Kingdom, the Company shall not be obliged to give the director a longer period of notice than he would have been entitled to had he been present in the United Kingdom.

113. Quorum

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

114. Chairman of the board

The board may appoint one of its body as chairman to preside at every board meeting at which he is present and one or more deputy chairmen, and determine the period for which he is or they are to hold office (and may at any time remove him or them from office). If no such chairman or deputy chairman is elected, or if at any meeting neither the chairman nor a deputy chairman is present within 15 minutes of the time appointed for commencement of the meeting, the directors and (in the absence of their appointors) alternate directors present shall choose one of

their number to be chairman of such meeting. In the event of two or more deputy chairmen being present, the senior of them shall act as chairman of the meeting, seniority being determined by length of office since their last appointment or reappointment. As between two or more who have held office an equal length of time, the deputy chairman to act as chairman shall be decided by those directors and (in the absence of their appointors) alternate directors present. Any chairman or deputy chairman may also hold executive office in the Company.

115. Voting

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

116. Participation by telephone

Provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting, any director, directors or alternate may validly participate in a meeting of the board or a committee through the medium of one or more conference telephones or similar form of communications equipment. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the 2006 Act, all business transacted in such manner by the board or a committee shall, for the purposes of these articles, be deemed to be validly and effectively transacted at a meeting of the board or a committee, even though fewer than two directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

117. Resolution in writing

A resolution in writing signed by all the directors for the time being entitled to receive notice of a board meeting (not being less than a quorum), or by all members of a committee, shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the board (or committee, as the case may be). The resolution in writing may consist of several documents in the same form, each signed by one or more of the directors or members of the relevant committee, and may be in any form as the board determines including fax and other electronic communications. Such a resolution need not be signed by an alternate director if it is signed by his appointor, and a resolution signed by an alternate need not also be signed by his appointor.

118. Validity of proceedings of the board or committee

All acts done by a meeting of the board, or of a committee, or by any person acting as a director, alternate director or member of a committee shall, even though it is afterwards discovered that

118.1 there was some defect in the appointment of any person or persons acting as such; or

118.2 they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office,

be as valid as if every such person had been duly appointed, and was duly qualified, and had continued to be a director, alternate or member of a committee and entitled to vote.

SECRETARY

119. Secretary

119.1 Subject to the provisions of the 2006 Act, the board shall appoint a secretary or joint secretaries and shall have power to appoint one or more persons to be an assistant or deputy secretary in each case at such remuneration and on such terms and conditions as it thinks fit. Without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company and to any claim which may arise by operation of law, the board may from time to time remove any person so appointed from office and appoint another or others in his place.

119.2 Any provision of the 2006 Act or of these articles requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in the place of, the secretary.

119.3 Persons dealing with the Company shall be entitled to assume that each joint secretary is entitled by himself to do anything required or authorised to be done by the secretary.

AUTHENTICATION OF DOCUMENTS

120. Authentication of documents

120.1 Any director or the secretary or any person appointed by the board for the purpose shall have power to authenticate:

120.1.1 any documents affecting the constitution of the Company (including its memorandum and articles of association);

120.1.2 any resolutions passed by the Company or the board or a committee; and

120.1.3 any books, records, documents and accounts relating to the business of the Company,

and to certify copies of them or extracts from them as true copies or extracts, and any such authentication or certification shall be conclusive and binding on all concerned.

120.2 If any books, records, documents and accounts are not kept at the office, the person who holds them shall be deemed to be the person so appointed by the board for the purposes of article 120.1.

MINUTES

121. Minutes

121.1 The board shall cause minutes to be made, in books kept for the purpose, of:

121.1.1 all appointments of officers made by the board and their salary and remuneration;

121.1.2 all appointments of committees and their salary and remuneration;

121.1.3 the names of directors present at every meeting of the board, committees, the Company or the holders of any class of shares or debentures of the Company; and

121.1.4 all orders, resolutions and proceedings of such meetings.

121.2 Any such minutes, if purporting to be signed by the chairman of the meeting at which the proceedings were held, or by the chairman of the next succeeding meeting, or the secretary, shall be sufficient evidence of the matters stated in such minutes.

SEALS

122. Safe custody

The board shall provide for the safe custody of every seal.

123. Application of seals

123.1 A seal shall only be used pursuant to the authority of a resolution of the board or of a committee.

123.2 The board may determine who shall sign any document to which a seal is affixed or which is intended to take effect as if executed under seal (or, in the case of share certificates, on which the seal is printed), either generally or in relation to a particular document or type of document. The board may also determine, either generally or in any particular case, that such signature may be dispensed with. Unless otherwise determined by the board:

123.2.1 share certificates and, subject to the provisions of any document constituting the same, certificates issued in respect of any debentures or other securities need not be signed; and

123.2.2 every other document to which a seal is affixed shall be signed by one director and the secretary or by two directors.

123.3 Any document signed by one director and the secretary, by two directors or by one director and a witness and in each case expressed to be executed by the Company shall have the same effect as if executed under a seal.

123.4 Nothing in these articles shall require the Company to issue under the seal any certificate or other document which is not by law required to be so issued.

124. Official seal for use abroad

The Company may exercise the powers conferred by the 2006 Act with regard to having an official seal for use abroad, and such powers shall be vested in the board.

DIVIDENDS AND OTHER PAYMENTS

125. Declaration of dividends

Subject to the provisions of the 2006 Act and of these articles, the Company may by ordinary resolution declare a dividend to be paid to the members according to their respective rights and interests in the profits of the Company, but no dividend shall exceed the amount recommended by the board.

126. Interim dividends

126.1 Subject to the provisions of the 2006 Act, the board may, if it considers that the profits of the Company available for distribution justify such payments:

126.1.1 declare and pay interim dividends on shares of any class of such amounts and on such dates and for such periods as it determines; and

126.1.2 declare and pay the fixed dividend on any class of shares carrying a fixed dividend on the dates prescribed for the payment of such dividends.

126.2 If the share capital is divided into different classes, the board may pay interim dividends on shares which rank after shares conferring preferred rights with regard to dividend as well as on shares with preferred rights, unless at the time of payment any preferential dividend is in arrears.

126.3 Provided that the board acts in good faith, it shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of any interim dividend on any shares ranking after those with preferred rights.

127. Entitlement to dividends

127.1 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid on the record date determined by the board in respect of that dividend.

127.2 No amount paid up on a share in advance of a call shall be treated for the purpose of this article 127 as paid up on the share.

127.3 Subject to article 127.2, all dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

128. Method of payment

128.1 The Company may pay any dividend, interest or other sum payable in respect of a share:

128.1.1 in cash or by cheque, warrant or money order;

128.1.2 by any bank or other funds transfer system;

128.1.3 in respect of shares in uncertificated form, where the Company is authorised to do so by or on behalf of the holder or joint holders, by means of a relevant system (subject always to the facilities and requirements of that relevant system). Without prejudice to the generality of the preceding wording, such payment may include the sending by the Company or by any person on its behalf of an instruction to the Operator of the relevant system to credit the cash

memorandum account of the holder or joint holders or, if permitted by the Company, of such person as the holder or joint holders may direct in writing; and/or

128.1.4 by such other means and to or through such person as the holder or joint holders may direct in writing,

128.2 Every such cheque, warrant or money order may be sent:

128.2.1 by post to the registered address of the person entitled to it;

128.2.2 in the case of joint holders (or of two or more persons being jointly entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law), to the registered address of that person whose name stands first in the register (or, in the case of persons so entitled on death or bankruptcy, if their names are not entered in the register, to such of those persons whose surname is first alphabetically); or

128.2.3 to such person and address as the person or persons entitled may direct in writing.

Every cheque, warrant or money order is sent at the risk of the person entitled to the money represented by it. Without prejudice to the generality of the preceding wording, if any such cheque, warrant or money order has or is alleged to have been lost, stolen or destroyed, the board may, if the person entitled to such cheque, warrant or money order requests it, issue a replacement cheque, warrant or money order (subject to compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the board thinks fit).

128.3 The Company shall have no responsibility for any sum lost or delayed in the course of transfer by or through any bank or other funds transfer system (including the relevant system concerned) or when it has acted on any directions given in writing by the person or persons entitled to it.

128.4 The payment of the cheque, warrant or money order or the collection of funds from or transfer of funds by a bank or other funds transfer system in accordance with article 128.1 or, in respect of shares in uncertificated form, the making of payment in accordance with the facilities and requirements of the relevant system concerned shall be a good discharge to the Company.

128.5 Any joint holder or other person jointly entitled to any share may give an effective receipt for all dividends and other monies paid in respect of such share.

128.6 Without prejudice to any other provision of these articles, the board may withhold payment of any dividend payable to any person entitled to a share by reason of the death or bankruptcy of the holder, or of any other event giving rise to a transmission of such entitlement by operation of law, until such person has provided such evidence of his right as the board may reasonably require.

128.7 The board 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 and in respect of which the holder or other person appearing to be interested for the purposes of article 67 has failed to comply with the statutory disclosure requirements.

129. Dividends not to bear interest

No dividend or other monies payable by the Company on or in respect of any share shall carry a right to receive interest from the Company, unless otherwise provided by the rights attached to the shares.

130. Calls or debts may be deducted from dividends

The board may deduct from any dividend or other monies payable to any person on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to shares of the Company. Monies deducted in this way may be used to pay such amounts owed to the Company in relation to such shares.

131. Unclaimed dividends etc

All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the board for the benefit of the Company until claimed. All dividends unclaimed for a period of 12 years after having been declared or becoming due for payment shall be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or In respect of any share into a separate account shall not constitute the Company a trustee, and the Company shall not be liable to pay interest, in respect of it.

132. Uncashed dividends

If:

132.1 on three consecutive occasions:

132.1.1 cheques, warrants or money orders for dividends or other monies payable in respect of a share sent by the Company to the person entitled to It are returned to the Company or left uncashed during the period for which they are valid; or

132.1.2 any transfer by a bank or other funds transfer system has not been satisfied; or

132.2 following one such occasion, reasonable enquiries have failed to establish any new address of the registered holder, the Company shall not be obliged to send or transfer any dividends or other monies payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

133. Payment of dividends in kind

133.1 Without prejudice to any other provision of these articles, the board may, with the authority of an ordinary resolution of the Company, direct that payment of all or part of any dividend declared may be satisfied by the distribution of specific assets (and, in particular, of paid up shares or debentures of any other company).

133.2 The board may settle any difficulty which arises in relation to the distribution, as it thinks fit; and, in particular, may:

133.2.1 ignore fractions, or issue certificates for fractions, or authorise any person to sell and transfer fractions;

133.2.2 fix the value for the distribution of such specific assets or any part of them;

133.2.3 determine that cash payments may be made to any members on the basis of the value so fixed in order to secure equality of distribution; and/or

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

SCRIP DIVIDENDS AND DIVIDEND REINVESTMENT

134. Payment of scrip dividends

134.1 Without prejudice to any other provision of these articles, the board may, with the prior authority of an ordinary resolution of the Company, offer holders of a particular class of shares the right to elect to receive further shares of that class, credited as fully paid, instead of cash in respect of all or part of any dividend or dividends specified by the ordinary resolution.

134.2 The board may, in its absolute discretion, exclude or restrict the offer to elect to receive new shares where it considers that this is necessary or desirable to comply with legal or practical problems under the laws of any territory, or the requirements of any recognised regulatory body or any stock exchange in any territory.

134.3 The board may offer holders the right to elect to receive new shares instead of cash for:

134.3.1 the next dividend; or

134.3.2 all future dividends (if a scrip dividend alternative is made available) until such time as they notify the Company that they no longer wish to receive new shares.

134.4 The following provisions shall apply where payment of a dividend is satisfied in accordance with article 134.1:

134.4.1 the ordinary resolution may specify a particular dividend or may relate to all or any dividends declared or paid within a specified period, but such period may not end later than the beginning of the annual general meeting next following the date of the meeting at which the ordinary resolution is passed,

134.4.2 a holder is entitled to such number of new shares whose total relevant value is as near as possible to the cash amount (disregarding any associated tax credit) he would have received, but not in excess of it. For such purpose, the "relevant value" of a share in the Company shall be the average market value of such class of shares for the five dealing days commencing, and including, the day when such shares are first quoted "ex-dividend" or a later day chosen by the board. The "average market value" shall be calculated:

- (a) by reference to the middle market quotations for a fully paid share of that class of the Company on the London Stock Exchange, as published in the Daily Official List of the London Stock Exchange; or
- (b) in such other manner as may be determined by or in accordance with the ordinary resolution.

134.4.3 the board may make such provisions as it considers necessary or expedient in relation to any offer to be made pursuant to this article 134, including (but limited to):

- (a) the giving of notice to shareholders of the right of election offered to them;
- (b) the provision of forms of election (whether in respect of a particular or dividends generally);
- (c) determining the procedure for making and revoking such elections;
- (d) specifying the place at which, and the latest time by which, forms of election and any other relevant documents must be lodged in order to be effective; and
- (e) payment in cash to holders in respect of their fractional entitlements, provision for the accrual, retention or accumulation of all or part of the benefit of fractional entitlements to or by the Company or to or by or on behalf of any holder or the application of any accrual, retention or accumulation to the allotment of fully paid shares to any holder or any other provision for fractional entitlements;

134.4.4 the relevant dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be declared or payable on shares in respect of which an election has been duly made ("**elected shares**"); instead, shares of the relevant class shall be allotted to the holders of the elected shares on the basis of allotment calculated as stated in article 134.4.2. For such purpose, the board may capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including any share premium account or capital redemption reserve) or any of the

profits which could otherwise have been applied in paying dividends in cash as the board may determine, a sum equal to the aggregate nominal amount of the additional shares to be allotted on that basis, and apply it in paying up in full the appropriate number of unissued shares for allotment and distribution to the holders of the elected shares on such basis. A board resolution capitalising any part of any reserve or profits as mentioned in this article 134.4.4 shall have the same effect as if such capitalisation had been declared by ordinary resolution of the Company in accordance with these articles and, in relation to any such capitalisation, the board may exercise all the powers conferred on it by these articles without need of such ordinary resolution; and

- 134.4.5 the additional shares so allotted shall be allotted as at the record date for the dividend in respect of which the right of election has been offered, and shall rank equally in all respects with each other and with the fully paid shares of that class then in issue. Provided that they will not rank for any dividend or other distribution or other entitlement which has been declared, made or paid by reference to such record date.

135. Reserves

The Board may, before recommending any dividend (whether preferential or otherwise), carry to reserve out of the profits of the Company such sums as it thinks fit. All sums standing to reserve may be applied from time to time, at the discretion of the Board, for any purpose to which the profits of the Company may properly be applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Board thinks fit. The Board may divide the reserve into such special funds as it thinks fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as it thinks fit. The Board may also, without placing the same to reserve, carry forward any profits which it may think prudent not to distribute.

CAPITALISATION OF PROFITS AND RESERVES

136. Capitalisation

136.1 The board may, with the authority of an ordinary resolution of the Company, resolve to capitalise any amount:

136.1.1 standing to the credit of the Company's reserves (including any share premium account, capital redemption reserve or other undistributable reserve); or

136.1.2 standing to the credit of the profit and loss account which is not required for paying any preferential dividend (whether or not such amount is available for distribution).

136.2 The board may use the amount resolved to be capitalised by setting it aside for those members on the register at the close of business on the date stated in the board resolution (or fixed as stated in such resolution) in proportion to the nominal amount of ordinary shares (whether or not fully paid) held by them, respectively. Such amount set aside may be applied:

136.2.1 in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them, respectively;

136.2.2 in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allotting the shares or debentures credited, as fully paid up, to the members, or as they may direct, in those proportions; or

136.2.3 partly in one way and partly in the other,

provided that the share premium account, the capital redemption reserve and any profits which are not available for distribution may, for the purposes of this article 136, only be applied in paying up unissued shares to be issued to members credited as fully paid.

136.3 Where any difficulty arises with regard to any distribution of any capitalised reserve or other amount, the board may settle the matter as it thinks expedient; and, in particular, in the case of shares or debentures becoming distributable under this article 136 in fractions, make such provisions by ignoring fractions or by payment in cash or otherwise as it thinks fit.

136.4 The board may authorise any person to enter into an agreement with the Company on behalf of all the members entitled under the board resolution.

Such an agreement is binding on all concerned. The agreement may provide for either:

136.4.1 the allotment to the members respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation; or

136.4.2 the payment up by the Company on behalf of such members (by applying their respective proportions of the profits resolved to be capitalised) of the amounts or any part of the amounts remaining unpaid on their existing shares.

RECORD DATES

137. Record date

137.1 Regardless of any other provision of these articles but without prejudice to the rights attached to any shares, the Company or the board may fix any time on any date as the record date for any dividend, distribution, allotment or issue. The holder or holders of shares shown on the register at the record date shall be entitled to such dividend, distribution, allotment or issue, and his or their entitlement will be based on the number of shares registered at that time.

137.2 Such record date may be at any time on or before any date on which such dividend, distribution, allotment or issue is declared, paid or made; or after any such dividend, distribution, allotment or issue is declared.

ACCOUNTS

138. Inspection of accounts

138.1 The accounting records of the Company shall be kept at the office or, subject to the provisions of the 2006 Act, at such other place as the board thinks fit, and shall always be available during business hours for inspection by the directors and other officers.

138.2 No member (other than a director or other officer) shall have any right to inspect any accounting record or other document of the Company, unless:

138.2.1 he is so entitled pursuant to the 2006 Act or a proper court order;
or

138.2.2 he is authorised by the board.

139. Copy to be sent to members

139.1 This article 139 applies to every profit and loss account and balance sheet of the Company (including all documents required by the 2006 Act or by the rules of any regulatory body or stock exchange to be incorporated in or annexed to such documents) which is to be laid before the Company in general meeting (or such documents as may be required or permitted by law to be sent to members in lieu of such meeting).

139.2 Subject to article 143, a copy of every such document shall be sent to every member every holder of debentures of the Company (whether or not such member or holder is entitled to receive notice of general meetings of the Company) and to the auditors at least 21 clear days before the date of the meeting. This article shall not require a copy of any documents to which it applies to be sent to:

139.2.1 any member or holder of debentures of whose address the Company is unaware;

139.2.2 more than one of the joint holders of any shares or debentures;

139.2.3 any member who has not supplied the Company with an address for service in the United Kingdom; or

139.2.4 any member who is not entitled to notices pursuant to article 143.5.

140. Summary financial statements

140.1 Where permitted by the 2006 Act, the requirements of article 139 shall be deemed to be satisfied as far as the members are concerned if, instead of the copies referred to in article 139, a summary financial statement derived from the Company's annual accounts and the directors' report in the form, and containing the information, prescribed by the 2006 Act is sent to each member or holder of the debentures of the Company provided that copies of the Company's accounts (together with the directors' report for that financial year and the auditors' report on those accounts) shall be sent to any member who wishes to receive them.

140.2 If any shares or debentures are listed on the London Stock Exchange the Company there shall be forwarded to the appropriate officer of the London Stock Exchange such number of copies of such documents.

141. Auditors

141.1 Auditors shall be appointed and their duties regulated in accordance with the 2006 Act.

141.2 Subject to the 2006 Act, 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.

141.3 An auditor shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns him as an auditor.

NOTICES

142. Notices to be in writing

Any notice to be given to or by any person pursuant to these articles shall be in writing, except that a notice convening a meeting of the board or of a committee need not be in writing.

143. Service of notice or other documents on members

143.1 Any notice or other document or information may be served on, or sent or delivered to, any member by the Company:

143.1.1 personally,

143.1.2 by sending it through the post in a prepaid envelope addressed to the member at his registered address (or at any other address in the United Kingdom notified for the purpose);

143.1.3 by delivering it by hand to or leaving it at that address in an envelope addressed to the member;

143.1.4 (except in the case of a share certificate), by giving it in Electronic Form to a person who has agreed (generally or specifically) that the notice, document or information may be sent or supplied in that form (and has not revoked that agreement); or

143.1.5 (except in the case of a share certificate), subject to the Statutes, by making it available on a website, provided that the following requirements are satisfied:

- (a) the member has agreed (generally or specifically) that the notice, document or information may be sent or supplied to him by being made available on a website (and has not revoked that agreement), or the member has been asked by the Company to agree that the Company may send or supply notices, documents and information generally, or the notice, document or information in question, to him by making it available on a website and the Company has not received a response within the period of 28 days beginning on the date on which the Company's request was sent and the member is therefore taken to have so agreed (and has not revoked that agreement);
- (b) the member is sent a notification of the presence of the notice, document or information on a website, the address of that website, the place on that website where it may be accessed, and how it may be accessed ("notification of availability");
- (c) in the case of a notice of General Meeting, the notification of availability states that it concerns a notice of a General Meeting, specifies the place, time and date of the General Meeting, and in the case of an Annual General Meeting states that it will be an Annual General Meeting; and
- (d) the notice, document or information continues to be published on that website, in the case of a notice of General Meeting, throughout the period beginning with the date of the notification of availability and ending with the conclusion of the General Meeting, and in all other cases throughout the period specified by any applicable provision of the 2006 Act, or, if no such period is specified, throughout the period of 28 days beginning with the date on which the notification of availability is sent to the member, save that if the notice, document or information is made available for part only of that period then failure to make it available throughout that period shall be disregarded where such failure is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid; or

- 143.1.6 where the notice or other document relates to uncertificated shares, through the relevant system, or
- 143.1.7 as authorised in writing by the relevant member.
- 143.2 However, article 143.1 shall not affect any provision of the 2006 Act requiring offers, notices or documents to be served on, or delivered to, a member in a particular way unless the 2006 Act allow the articles to provide otherwise.
- 143.3 In the case of joint holders of a share, all notices and other documents shall be given to the person named first in the register in respect of the joint holding (ignoring any joint holding without a United Kingdom address). Notice so given shall be sufficient notice to all joint holders.
- 143.4 If a member (or, in the case of joint holders, the person first named in the register) has notified the Company of a registered address outside the United Kingdom, but has notified the Company of an address within the United Kingdom at which notices or other documents may be given to him, he shall be entitled to have notices and other documents given to him at that address. Otherwise, no such member (or joint holders) shall be entitled to receive any notice or document from the Company.
- 143.5 If, as a result of all or some of the notices, dividend warrants or other documents given or sent by the Company to a member being returned undelivered to the Company or other reasonable evidence, it is apparent that during a period of at least two consecutive years such documents have not been received by that member, then the Company shall no longer be obliged to give notices to that member until he notifies the Company of another address to be entered as his registered address, or, in the case of a member whose registered address is outside the United Kingdom, address in the United Kingdom as his address for service.
- 143.6 Any notice or other document to be given or delivered to a member shall be deemed to have been duly given to or delivered to any member who under article 143.4 or 143.5 or any other provision of these articles is not entitled to the same from the Company by exhibiting the same at the office.
- 143.7 The Company may at any time and at its sole discretion choose to give, send or supply notices, documents and information only in hard copy form to some or all members.

144. Notice by advertisement

144.1 If, at any time, by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by sending notices through the post, the board may (subject in the case of an annual general meeting to section 423 of the 2006 Act), in its absolute discretion and as an alternative to any other method of service permitted by these articles, resolve to convene a general meeting by a notice advertised in at least one national newspaper. In any such case the Company shall send confirmatory copies of the notice by post if, at least seven clear days before the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

144.2 Any notice required to be given by the Company to a member, and not expressly required by the articles or the 2006 Act to be given in any particular manner, may be sufficiently given by advertisement in at least one national newspaper.

145. Evidence of service

145.1 Any notice or other document:

145.1.1 addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post, be deemed to have been served or delivered:

- (a) (if prepaid as first class) 24 hours after it was posted; and
- (b) (if prepaid as second class) 48 hours after it was posted and, in proving such service, it shall be sufficient to prove that the envelope containing such notice or document was properly addressed, prepaid and put into a Post Office or any postbox subject to the control of the Post Office;

145.1.2 not sent by post but delivered by hand to or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day it was so delivered or left;

145.1.3 by Electronic Means, shall be deemed to have been received twenty four hours after it was sent. Proof that a notice or other document was sent by Electronic Means in accordance with the Institute of Chartered Secretaries and Administrators' Guidance (in issue at the time the relevant notice or document was sent) shall be conclusive evidence that the notice or document was sent;

- 145.1.4 by making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this article or, if later, the date on which it is first made available on the website;
- 145.1.5 served or delivered through the relevant system shall be deemed to have been served or delivered when the Company, or any participant in the relevant system acting for the Company, sends the instruction relating to the notice or other document;
- 145.1.6 given by any other means authorised in writing by the member shall be deemed to have been served or delivered when the Company has done what it was authorised to do by that member for service or delivery.
- 145.2 Where notice is given by way of a newspaper advertisement, such notice shall be deemed to have been duly served on all members or person(s) entitled to receive notice at noon on the day when the advertisement appears or, if given by way of two or more advertisements which appear on different days, at noon on the last of the days when the advertisement appears.
- 145.3 A member present in person or by proxy at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received due notice of the meeting and, if required, of the purposes for which it was called.
- 145.4 Any notice or document exhibited at the office shall be deemed to have been served or delivered on that day when it was first so exhibited.

146. Record date for service

For the purpose of serving notices of meetings or other documents on members, whether in accordance with the 2006 Act, a provision in these articles or any other document, the Company may determine that only those persons entered on the register at the close of business on a day fixed by the Company are entitled to receive such notices or other documents. This day must not be more than 14 days before the day that the notice is sent. No change in the register after that time shall invalidate that service or delivery.

147. Notice binding on transferees etc

Every person who, by operation of law, transfer or by any other means, becomes entitled to a share shall be bound by any notice in respect of that share (other than

a notice served by the Company under section 793 of the 2006 Act) which, before his name is entered in the register, has been duly served on or delivered to a person from whom he derives his title.

148. Notice in case of death, bankruptcy or mental disorder

In the case of the death or bankruptcy of a member or of any other event giving rise to a transmission of entitlement to a share by operation of law, the Company may serve or deliver a notice or other document to the person entitled in consequence of such event as if he was the holder of a share. Such notice or other document shall be given by addressing it to him by name or by the title of representative of the deceased or trustee of the bankrupt member (or by any similar designation) at an address within the United Kingdom supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice or document may be served or delivered in any manner in which this might have been done if the death, bankruptcy or other event had not occurred. Service or delivery in accordance with this article 148 shall be deemed to be sufficient notice to all other persons interested in such share,

149. Method of giving notice to the Company

149.1 Save as otherwise provided in these Articles, any notice or other document required to be served on or delivered to the Company or any officer of the Company may be served or delivered by delivering the same by hand or sending it through the post in a prepaid cover addressed to the Company or to such officer of the Company at the office or such other place as the Company may specify,

149.2 Any such notice or other document may only be sent to the Company in Electronic Form if the Company has agreed (generally or specifically) that the notice or document may be sent in that form (and has not revoked that agreement) and the Company has specified an address for that purpose (or if the Company is deemed by the Statutes to have so agreed and specified an address);

149.3 A notice or document sent to the Company in Electronic Form is sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified,

150. Notices to directors

The Company may give any notice or other document to a director:

150.1 personally;

- 150.2 by sending it through the post in a prepaid envelope to the address given by him to the Company for this purpose;
- 150.3 by delivering it by hand to or leaving it at that address in an envelope addressed to him;
- 150.4 by Electronic Means to the address given by him to the Company for this purpose.

DESTRUCTION OF DOCUMENTS

151. Document destruction

151.1 Provided that it complies with the Regulations in relation to shares held in uncertificated form, the Company may destroy:

- 151.1.1 any share certificate which has been cancelled, after one year from the date of such cancellation;
- 151.1.2 any mandate for the payment of dividends or other monies or any variation or cancellation of the same or any notification of change of name or address, after two years from the date such mandate, variation, cancellation or notification was recorded by the Company;
- 151.1.3 any transfer of shares (including any documents sent to support a transfer and any documents constituting the renunciation of an allotment of shares) which has been registered, after six years from the date of registration;
- 151.1.4 any other document on the basis of which any entry in the register is made, after six years from the date an entry in the register was first made in respect of it; and
- 151.1.5 any proxy form, after one year from the poll at which they were used or (if there was no poll) after one month from the meeting to which they relate.

151.2 It shall be presumed conclusively in favour of the Company that:

- 151.2.1 every entry in the register purporting to have been made on the basis of a share transfer form or other document so destroyed was duly and properly made;

- 151.2.2 every share transfer form so destroyed was a valid and effective transfer duly and properly registered;
- 151.2.3 every share certificate so destroyed was a valid certificate validly cancelled; and
- 151.2.4 every other document destroyed under this article 151 was a valid and effective document in accordance with the recorded particulars of it in the books or records of the Company,
- provided always that:
- 151.2.5 the provisions of this article 151 shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- 151.2.6 nothing contained in this article 151 shall be construed as imposing on the Company any liability in respect of the destruction of any such document earlier than provided for in this article 151 or in any case where the of this article 151 are not fulfilled; and
- 151.2.7 references in this article 151 to the destruction of any document include references to its disposal in any manner.

WINDING UP

152. Power to petition

The board may present a petition to the court in the name and on behalf of the Company for the Company to be wound up.

INDEMNITY AND INSURANCE

153. Indemnity

Subject to the provisions of the 2006 Act, but without prejudice to any indemnity to which he may otherwise be entitled, every director, alternate director, secretary, agent or employee for the time being of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, expenses, losses, damages and liabilities incurred by him:

153.1 in or about the execution of his duties; and/or

153.2 in the exercise of his powers; and/or

- 153.3 otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the preceding wording) any liability incurred in defending any proceedings (including, without limitation, regulatory proceedings), whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer, agent or employee of the Company;
- 153.4 in which judgment is given in his favour;
- 153.5 in which he is acquitted;
- 153.6 in which proceedings are otherwise disposed of without any finding or admission of material breach of duty on his part; or
- 153.7 in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company,

154. Insurance

- 154.1 For the purposes of this article 154, each of the following is a **"relevant company"**:
- 154.1.1 the Company;
 - 154.1.2 any holding company of the Company;
 - 154.1.3 any body, whether incorporated or not, in which the Company or such holding company or any of the predecessors in business of the Company or of such holding company has or has had any interest, whether direct or indirect; and
 - 154.1.4 any body, whether incorporated or not, which is in any way allied to or associated with the Company, or any holding company of the Company or such other body,
- 154.2 For the purposes of this article 154, each of the following is a **"relevant person"**:
- 154.2.1 any present or former director or other officer (other than the auditors) of any relevant company;
 - 154.2.2 any present or former employee or any relevant company; and

154.2.3 any trustee of any pension fund or other employees' shares scheme
'in which employees of any relevant company are interested,

154.3 Without prejudice to the provisions of article 153, the board may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any relevant person, including insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against in relation to the affairs of the Company.

155. B Deferred Shares

The rights attaching to the B deferred shares of 9 pence each (each a "B Deferred Share") shall be as follows:

- i) The B Deferred Shares shall confer no right to participate in the profits of the Company;
- ii) on a winding-up or a return of capital, the assets of the Company available for distribution following the distribution of assets shall be applied in paying to the holders of the B Deferred Shares the nominal capital paid up or credited as paid up on such B Deferred Shares only after paying to the holders of the ordinary shares the nominal capital paid up or credited as paid up on the ordinary shares held by them respectively, together with the sum of £10,000,000 on each ordinary share;
- iii) the holders of the B Deferred Shares shall not be entitled to any further right of participation in the assets of the Company;
- iv) the holders of the B Deferred Shares shall not be entitled to receive notice of any general meeting of the Company or to attend, speak or vote at any such meeting;
- v) the B Deferred Shares shall not be listed on any stock exchange nor shall any share certificate be issued in respect of such shares. The B Deferred Shares shall not be transferable except in accordance with Article 155 (viii)(b) below or with the written consent of the Board;

- vi) the Company may from time to time create, allot and issue further shares, whether ranking *pari passu* with or in priority to the B Deferred Shares, and on such creation, allotment or issue any such further shares (whether or not ranking in any respect in priority to the B Deferred Shares) shall be treated as being in accordance with the rights attaching to the B Deferred Shares and shall not involve a variation of such rights for any purpose or require the consent of the holders of the B Deferred Shares;
- vii) the reduction by the Company of the capital paid up on the B Deferred Shares and the cancellation of such shares shall be in accordance with the rights attaching to the B Deferred Shares and shall not involve a variation of such rights for any purpose and the Company shall be authorised at any time to reduce its capital (subject to the confirmation of the court in accordance with the 2006 Act) without obtaining the consent of the holders of the B Deferred Shares;
- viii) the Company has the irrevocable authority at any time to do all or any of the following without obtaining the sanction of the holder or holders of the B Deferred Shares:
 - (a) to appoint any person to execute on behalf of any holder of B Deferred Shares a transfer of all or any part thereof and/or an agreement to transfer the same (without making any payment therefor) to such person as the directors may determine (whether or not an officer of the Company) and who is willing to accept the same;
 - (b) to purchase all or any of the B Deferred Shares in accordance with the 2006 Act without obtaining the consent of the holders thereof and in consideration of the payment to each of the holders whose shares are purchased of an amount equal to one penny in respect of all the B Deferred Shares then being purchased by the Company;
 - (c) for the purposes of any such purchase under Article 155 (viii)(b) above, to appoint any person to execute, as his or its attorney and agent, on behalf of any holder of B Deferred Shares a contract for the sale to the Company of any such B Deferred Shares held by him or it; and