

DUNEDIN SMALLER COMPANIES INVESTMENT TRUST PLC

SC14692.



ARTICLES OF ASSOCIATION

CERTIFIED AS A TRUE COPY

[Signature]

FOR ABSEEN ASSET MANAGEMENT PLC
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THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DUNEDIN SMALLER COMPANIES INVESTMENT TRUST PLC

(the "Company")

(Adopted by special resolution passed on 5 February 2009 and amended on 4 February 2010, 6 February 2014 and 3 February 2016)

PRELIMINARY

1. EXCLUSION OF PRESCRIBED ARTICLES

No regulations or articles prescribed by regulations under the Statutes shall form part of the articles of the Company and all such regulations and articles are hereby excluded.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Articles (save where inconsistent with the subject or context) the following words and expressions shall bear the following meanings:

"Act" the Companies Act 2006;

"address" in relation to any document or information sent or supplied by electronic means, includes any number or address (including, in the case of any Uncertificated Proxy Instruction permitted pursuant to Article 73.6, an identification number of a participant in the relevant system concerned) used for the purposes of such communications;

"Articles" these articles of association as from time to time amended;

"associated company" the parent undertaking of the Company or a subsidiary undertaking of the Company or of any such parent undertaking or an associated undertaking of the Company or

	any such parent undertaking;
“Auditors”	the auditors of the Company for the time being;
“business day”	9 a.m. to 5 p.m. on any day (other than a Saturday or Sunday) on which clearing banks are open for the transaction of normal banking business in Scotland;
“certificated”	in relation to a share, a share which is not an uncertificated share nor a share in respect of which a share warrant has been issued and is current;
“Certificated Subscription Notice”	has the meaning given to it in Article 4.2.1.2;
“clear days”	in relation to a period of notice, that period excluding the day on which the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“CREST”	the relevant system operated by EuroClear UK & Ireland Limited in terms of the Regulations;
“Deferred Dividend”	has the meaning given to it in Article 5.3.2;
“Deferred Share” or “Deferred Shares”	the meaning given to it in 5.3;
“Directors”	the executive and non executive directors of the Company who make up its board of directors for the time being or (as the context requires) the directors present or deemed to be present at a duly convened meeting of the directors at which a quorum is present, and shall be construed in accordance with Article 2.3.3;
“Early Subscription Trustee”	has the meaning given to it in Article 5.2.1.10;
“electronic signature”	anything in electronic form which the Directors require to be incorporated into or otherwise associated with any document or information sent or supplied in electronic form for the purpose of establishing the authenticity or integrity of the document or information;

“entitled by transmission”	in relation to a share, entitled as a consequence of the death or bankruptcy of a member or of another event giving rise to a transmission of entitlement by operation of law;
“exchange securities”	has the meaning given to it in Article 5.2.6.1(vii);
“holder” or “member”	in relation to a share, the person whose name is entered in the Register in respect of that share, and shall be construed in accordance with Article 2.2.4;
“London Stock Exchange”	London Stock Exchange plc or its successor from time to time;
“Market Rules”	the Admission and Disclosure Standards of the London Stock Exchange (including any modification, amendment or replacement thereof) and/or, where the context so requires, the rules from time to time of any other recognised investment exchange on which the securities of the Company are listed, traded or dealt in;
“month”	a calendar month;
“NAV”	has the meaning given to it in Article 4.2.1;
“Notice Period”	has the meaning given to it in Article 4.2.1.10;
“offshore transaction”	has the meaning given to it in Article 4.2.1.14;
“Ordinary Share” or “Ordinary Shares”	the meaning given to it in Article 5.1;
“paid” or “paid up”	paid up or credited as paid up;
“qualifying C Share Issue”	has the meaning given in Article 5.2.6.2;
“recognised investment exchange”	an investment exchange granted recognition under the Financial Services and Markets Act 2000;
“Register”	the register of members of the Company kept pursuant to the Statutes and, where the context so requires, any register maintained by the Company of persons holding any renounceable right of allotment of a share;

“registrar’s office”	the place where the Register is kept for the time being;
“Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755);
“seal”	the common seal of the Company;
“Secretary”	any person, body corporate or partnership appointed by the Directors to perform any of the duties of the secretary of the Company, including an assistant or deputy secretary; and where two or more persons are appointed to act as joint Secretary, the term shall include any one of those persons;
“securities seal”	an official seal kept by the Company pursuant to the Statutes for use for sealing securities issued by the Company or for sealing documents creating or evidencing securities so issued;
“share”	a share of any class in the Company;
“Statutes”	all statutes (and any regulations subordinate thereto) for the time being in force concerning companies and affecting the Company;
“Subscription Date”	has the meaning given in Article 5.2.1.1;
“Subscription Rights”	has the meaning given in Article 5.2.1.1;
“Subscription Shares”	the subscription shares of 0.001 pence each in the capital of the Company;
“UK Listing Authority”	the Financial Services Authority acting in its capacity as the competent authority for the purpose of Part VI of the Financial Services and Markets Act 2000 and in the exercise of its functions in respect of the admission of securities to the Official List of the UK Listing Authority;
“uncertificated”	in relation to a share, a share, title to which is recorded in the Register as being held in uncertificated form and which, by virtue of the Regulations, may be transferred by means of a relevant system;

“Uncertificated Proxy Instruction”	the meaning given in Article 73.6;
“Uncertificated Subscription Notice”	has the meaning given in Article 5.2.1.3;
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland;
“writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in hard copy, in electronic form or by being made available on a website; and
“year”	a calendar year.

2.2 In these Articles, unless the context otherwise requires:

- 2.2.1 words denoting the singular shall include the plural and vice versa and words denoting the masculine shall include the feminine and neuter and vice versa;
- 2.2.2 words denoting persons shall include individuals, companies, corporations, bodies corporate, associations, partnerships, firms, government authorities and societies (whether incorporated or not) and references to any of the same include the others;
- 2.2.3 the expression **“debenture”** shall include **“debenture stock”**;
- 2.2.4 the words **“shareholder”**, **“holder”** and **“member”** shall include (subject to these Articles) the bearer of any share warrant;
- 2.2.5 the words **“include”**, **“including”** and **“in particular”** shall be construed as if they were immediately followed by the words **“without limitation”**;
- 2.2.6 references to a document being **“signed”** or to a **“signature”** include references to it being executed under hand or under seal or by any other method and, in the case of a document in electronic form, are to its bearing an electronic signature;
- 2.2.7 references to a document being **“executed”** include references to its being executed under hand or under seal or by any other method except by means of an electronic signature; and
- 2.2.8 references to a **“relevant system”** shall be deemed to relate to the relevant system in which the particular share or class of shares or renounceable right of allotment of a

share concerned in the capital of the Company is a participating security for the time being and all references in these Articles to the giving of an instruction by means of a relevant system shall be deemed to relate to a properly authenticated dematerialised instruction given in accordance with the Regulations and the giving of such instructions shall be subject to:

- (a) the facilities and requirements of the relevant system;
- (b) the extent permitted by the Regulations; and
- (c) the extent permitted by or practicable under the rules, procedures and practices from time to time of the operator of the relevant system.

2.3 In these Articles:

- 2.3.1 powers of delegation shall not be restrictively construed but the widest possible interpretation shall be given to them and except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other person who is for the time being authorised to exercise it under these Articles or under another delegation of the power;
- 2.3.2 no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
- 2.3.3 references to “**Directors**” in the context of the exercise of any power contained in these Articles includes reference to any committee consisting of one or more Directors from time to time, any Director from time to time holding executive office and any local or divisional board, managers or agents of the Company to which or, as the case may be, to whom the power in question has been delegated.

2.4 A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles. The expression “**special notice**” shall mean notice given in accordance with the Statutes in any case where special notice of a resolution is required.

2.5 Subject as set out in the preceding provisions of this Article 2 and if not inconsistent with the subject or the context in which the word or expression is used, any words or expressions defined in the Act or the Regulations (as the case may be) shall have the same meanings in these Articles, but excluding any statutory modification thereof not in force at the date of adoption of these

Articles. In particular, the expressions “operator”, “participating issuer”, “participating security” and “relevant system” have the same meanings as in the Regulations.

- 2.6 Unless otherwise stated, any reference in these Articles to the provisions of any statute or any regulations subordinate thereto shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent statute or regulations.
- 2.7 In these Articles, the headings are inserted for convenience only and shall not affect the construction or interpretation of these Articles.

LIABILITY OF MEMBERS

3. LIABILITY OF MEMBERS

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

NAME

4. CHANGE OF NAME

The Company may change its name by resolution of the Directors.

SHARE CAPITAL

5. SHARES

5.1 Ordinary Shares

Subject to the superior rights of any other class or classes of shares that are, or may be, issued by the Company, the rights and restrictions attaching to the ordinary shares of 5 pence each (the “Ordinary Shares”) as regards participation in the profits and assets of the Company shall be as follows:

5.1.1 Income

Any profits which the Company may determine to distribute in respect of any financial year shall be distributed among the holders of the Ordinary Shares pro rata according to the amounts paid up or credited as paid up on the Ordinary Shares held by them.

5.1.2 Capital

The capital and assets of the Company on a winding-up or other return of capital shall be applied in repaying to the holders of Ordinary Shares the amounts paid up or

credited as paid up on such shares and subject thereto shall belong to and be distributed according to the number of such shares held by them respectively.

5.2 Subscription Shares

5.2.1 Subscription Rights

5.2.1.1 A registered holder for the time being of Subscription Shares (a **"Subscription Shareholder"**) shall have rights to convert all or any of such Subscription Shares into fully paid Ordinary Shares on the basis of one Ordinary Share for every Subscription Share so converted on 28 February in any of the years 2007 to 2012 (both inclusive) (or, if later, on the date in any such year being 30 days after the date on which copies of the audited accounts of the Company for its then immediately preceding financial year are despatched to Shareholders) (a **"Subscription Date"**) at a price per Ordinary Share equal to 110 per cent. of the net asset value per Ordinary Share calculated in accordance with the Company's normal accounting policies (**"NAV"**) as at the close of business on or around 29 November 2006, rounded up to the nearest whole penny, (the **"Subscription Price"**) payable in full in cash on subscription (**"Subscription Rights"**). Any such conversion shall be effected in accordance with Article 5.2.1.13. If the Company shall change its accounting reference date from 31 October, there shall be substituted for the said 28 February the date falling four months after the new accounting reference date. The number of Ordinary Shares to which each Subscription Share relates is one Ordinary Share, but the number of Subscription Shares outstanding and/or the Subscription Price will be subject to adjustment as provided in Article 5.2.2. The Subscription Shares registered in a Subscription Shareholder's name will be evidenced by a Subscription Share certificate issued by the Company (in the case of any Subscription Shares that are in certificated form) or in accordance with and subject to the provisions of CREST Regulations and the facilities and requirements of CREST (in the case of any Subscription Shares that are in an uncertificated form).

5.2.1.2 In order to exercise the Subscription Rights in respect of any Subscription Shares held in certificated form on any Subscription Date, the Subscription Shareholder must lodge the relevant Subscription Share certificate(s) (or such other evidence as the Directors may reasonably require as proof of the title of the person exercising the Subscription Rights), having completed the notice of exercise of Subscription Rights on the reverse of the relevant Subscription

Share certificate(s) (or by giving such other notice of exercise of Subscription Rights as the Directors may, in their discretion, accept) (a "**Certificated Subscription Notice**") at the office of the registrar for the time being of the Company (the "**Registrar**") on or within 28 days prior to the relevant Subscription Date (but not later than 3.00 pm on that date) accompanied by a remittance for the aggregate Subscription Price payable for the Ordinary Shares resulting from the exercise of the Subscription Rights. The Directors may accept as valid a Certificated Subscription Notice which is received after the relevant Subscription Date, provided it is accompanied by the correct remittance, as described above.

5.2.1.3 In order to exercise the Subscription Rights in respect of any Subscription Shares held in uncertificated form on any Subscription Date, the Subscription Shareholder must procure that the Company or any sponsoring system-participant acting on behalf of the Company receives, at any time on or within 28 days prior to the relevant Subscription Date (but not later than 3.00pm on that date):

- (i) a properly authenticated dematerialised instruction:
 - (1) in the form from time to time prescribed by the Directors and having the effect determined by the Directors from time to time (subject always, so far as the form and effect of the instruction is concerned, to the facilities and requirements of CREST); and
 - (2) that is addressed to the Company, is attributable to the system-member who is the holder of the Subscription Shares concerned and specifies (in accordance with the form prescribed by the Directors in accordance with Article 5.2.1.3(i)(1)) the number of Subscription Shares in respect of which the Subscription Rights are to be exercised; and
- (ii) payment in settlement of the aggregate Subscription Price for the Ordinary Shares resulting from the exercise of the Subscription Rights, such payment to be made through CREST in accordance with its rules or by any other means permitted by the Directors:

provided always that:

- (1) subject always to the facilities and requirements of CREST, the Directors may, in their discretion, permit the holder of any Subscription Shares in uncertificated form to exercise their Subscription Rights by such other means as the Directors may approve;
- (2) the Directors may in their discretion require, in addition to receipt of a properly authenticated dematerialised instruction as referred to in Article 5.2.1.3(i) above, the holder of any Subscription Shares in uncertificated form to complete and deliver to the Registrar on or within the 28 days prior to the relevant Subscription Date a notice in such form as may from time to time be prescribed by the Directors; and
- (3) for the avoidance of doubt, the effect of the properly authenticated dematerialised instruction referred to in Article 5.2.1.3(i) above may be such as to divest the holder of the Subscription Shares concerned of the power to transfer such Subscription Shares to another person;

and, for the purposes of these Articles, an **“Uncertificated Subscription Notice”** means the properly authenticated dematerialised instruction referred to in this Article 5.2.1.3 or, any other notice that the Directors may permit to be given in substitution for such dematerialised instruction and together with (in either case) any other additional notice or information that the Directors may require to be given in order for Subscription Rights in respect of Subscription Shares held in uncertificated form to be exercised.

5.2.1.4 Once received by the Company, a Subscription Notice may not be withdrawn save with the consent of the Directors. The Directors may require, as a condition of exercise of any Subscription Rights, that the beneficial owner of the relevant Subscription Shares certifies that such exercise is not by or on behalf of, or with a view to a transfer of the Ordinary Shares resulting from the exercise of such Subscription Rights, a United States Person or delivers such other certification as to nationality or residence as they deem necessary or desirable for the best interests of the Company. Exercising Subscription Shareholders must also comply with any applicable legal requirements.

- 5.2.1.5 Not earlier than 56 days nor later than 28 days before each Subscription Date the Company shall give notice in writing to the holders of the outstanding Subscription Shares reminding them of their Subscription Rights and, in respect of Subscription Shares held in uncertificated form, stating the form of Uncertificated Subscription Notice prescribed by the Directors in relation to the relevant Subscription Date. Failure by any holder to receive such notice shall not prejudice their rights, or those of any other holder, to exercise their Subscription Rights in respect of their Subscription Shares.
- 5.2.1.6 Ordinary Shares resulting from the exercise of Subscription Rights will be registered in the name of the person in whose name the Subscription Shares are registered at the date of such exercise or (subject as provided by law and to payment of stamp duty, stamp duty reserve tax or any like tax as may be applicable) to such other persons as may be named in the Subscription Notice not later than 14 days after, and with effect from, the relevant Subscription Date. Unless the Directors otherwise determine, or unless the CREST Regulations or the facilities and requirements of CREST otherwise require, the Ordinary Shares resulting from an exercise of Subscription Rights shall be in certificated form (where the Subscription Shares in respect of which the Subscription Rights were exercised were in certificated form on the relevant Subscription Date) and in uncertificated form (where the Subscription Shares in respect of which the Subscription Rights were exercised in uncertificated form on the relevant Subscription Date).
- 5.2.1.7 Certificates for Ordinary Shares resulting from an exercise of Subscription rights in accordance with Article 5.2.1.6 which are in certificated form will be issued free of charge and despatched (at the risk of the person(s) entitled thereto) not later than 28 days after the relevant Subscription Date to the person(s) in whose name(s) the Ordinary Shares have been registered pursuant to Article 5.2.1.6 (or, if more than one, to the first named, which shall be sufficient despatch for all). In the event of a holder of Subscription Shares in certificated form on the relevant Subscription Date exercising the Subscription Rights conferred by some, but not all, of such Subscription Shares, the Company shall at the same time as the issue of the Ordinary Share certificate issue a new Subscription Share certificate in the name of the registered holder for the balance of such Subscription Shares with Subscription Rights remaining exercisable. Ordinary Shares resulting from an exercise of Subscription Rights in accordance with Article 5.2.1.6 which are

in uncertificated form will be credited to the relevant account within CREST of the Subscription Shareholders entitled thereto.

- 5.2.1.8 Ordinary Shares resulting from the exercise of Subscription Rights will not rank for any dividends or other distributions declared, paid or made on the Ordinary Shares by reference to a record date which is prior to the relevant Subscription Date but, subject thereto, will rank in full for all other dividends and other distributions and *pari passu* in all other respects with the Ordinary Shares in issue on the relevant Subscription Date, provided that on any allotment falling to be made pursuant to Article 5.2.6.1(vi) the Ordinary Shares to be allotted shall not rank for any dividend or other distributions declared, paid or made by reference to a record date prior to the date of allotment but, subject thereto, will rank in full for all other dividends and distributions and *pari passu* in all other respects with the Ordinary Shares then in issue.
- 5.2.1.9 So long as the Ordinary Shares are listed on the Official List and traded on the London Stock Exchange's Main Market ("**the Main Market**"), the Company will apply to the UK Listing Authority and the London Stock Exchange for the Ordinary Shares resulting from any exercise of Subscription Rights to be admitted to the Official List and to trading on the Main Market respectively and the Company will use all reasonable endeavours to obtain such admissions as soon as practicable and, in any event, not later than 14 days after the relevant Subscription Date (or the date on which such exercise of Subscription Rights becomes effective or unconditional if that date is not a Subscription Date).
- 5.2.1.10 If, immediately after any Subscription Date (other than the final Subscription Date) and after taking account of any Subscription Rights exercised on that date, Subscription Rights shall have been exercised or cancelled in respect of 75 per cent. or more of the Subscription Shares originally issued (subject to the adjustment of the number of Subscription Shares in accordance with Article 5.2.2 (excluding any Ordinary Shares to which Subscription Rights attached to Subscription Shares purchased by the Company or any of its subsidiaries relate but including any further Subscription Shares issued in accordance with the Articles), the Company shall be entitled at any time within the next following 14 days to serve notice in writing on the holders of the Subscription Shares then outstanding of its intention to appoint a trustee

for the purposes set out in this Article 5.2.1.10 (the “**Early Subscription Trustee**”) upon the expiry of 21 days from the date of such notice (the “**Notice Period**”) and for this purpose the Notice Period shall expire at 3.00 pm on the 21st day. Such notice shall give in its terms the holders of the Subscription Shares so outstanding a final opportunity to exercise their Subscription Rights in the manner provided, *mutatis mutandis*, in Article 5.2.1.2 or 5.2.1.3 (as appropriate) as though such 21st day were a Subscription Date. Forthwith after the expiry of the Notice Period, the Company shall appoint the Early Subscription Trustee who, provided that in such trustee’s opinion the net proceeds of sale after deduction of all costs and expenses incurred by such trustee will exceed the costs of exercising the Subscription Rights, shall within the period of 14 days following the expiry of the Notice Period either:

- (i) exercise the Subscription Rights which shall not have been exercised on the terms on which the same could have been exercised immediately prior to the expiry of the Notice Period if they had then been exercisable and had been exercised and sell in the market the Ordinary Shares resulting from such exercise; or
- (ii) (if it appears to the Early Subscription Trustee that doing so is likely to realise greater net proceeds for Subscription Shareholders) accept any offer available to Subscription Shareholders for the purchase of the outstanding Subscription Shares.

The Early Subscription Trustee shall distribute *pro rata* the proceeds of any such sale or acceptance of any such offer less, in either case, such costs of exercising the Subscription Rights and such other costs and expenses to the persons entitled thereto at the risk of such persons as soon as practicable after such sale and in any event within 28 days after the expiry of the Notice Period, provided that entitlements of under £5.00 shall be retained for the benefit of the Company. Following the expiry of the Notice Period, if the Early Subscription Trustee shall not exercise the Subscription Rights then outstanding within the period of 14 days following such expiry as set out in this Article 5.2.1.10 (and such trustee’s decision in respect thereof shall be final and binding on all holders outstanding Subscription Shares), all Subscription Rights shall lapse and each outstanding Subscription Share shall be converted automatically into one Deferred Share.

5.2.1.11 Within seven days following the final Subscription Date the Company shall appoint a trustee (the "**Final Subscription Trustee**") who, provided that in such trustee's opinion the net proceeds of sale after deduction of all costs and expenses incurred by such trustee will exceed the costs of exercising the Subscription Rights, shall within the period of 14 days following the final Subscription Date, either:

- (i) exercise all the Subscription Rights which shall not have been exercised on the terms on which the same could have been exercised on the final Subscription Date and sell in the market the Ordinary Shares resulting from such exercise; or
- (ii) (if it appears to the Final Subscription Trustee that doing so is likely to realise greater net proceeds for Subscription Shareholders) accept any offer available to Subscription Shareholders for the purchase of the outstanding Subscription Shares.

The Final Subscription Trustee shall distribute *pro rata* the proceeds of any such sale or acceptance of any such offer less, in either case, such costs of exercising the Subscription Rights and such other costs and expenses to the persons entitled thereto at the risk of such persons within 56 days of the final Subscription Date, provided that entitlements of under £5.00 shall be retained for the benefit of the Company. If the Final Subscription Trustee shall not exercise the Subscription Rights within the period of 14 days following the final Subscription Date as set out in this Article 5.2.1.11 (and such trustee's decision in respect thereof shall be final and binding on all holders of outstanding Subscription Shares), all Subscription Rights shall lapse and each outstanding Subscription Share shall be converted automatically into one Deferred Share.

5.2.1.12 The Early Subscription Trustee or the Final Subscription Trustee (as appropriate) shall have no liability of any nature whatsoever where such trustee has acted honestly and reasonably and shall have no responsibility for the safe custody of, or to earn any interest on, any unpaid or unclaimed money.

5.2.1.13 Conversion of such Subscription Shares as are due to be converted into Ordinary Shares as a consequence of any exercise of Subscription Rights on

any Subscription Date (the "**Relevant Shares**") shall be effected in accordance with this Article 5.2.1.13 or in such manner as may be authorised by law.

- (i) To enable such conversion to be effected, the Directors may determine to redeem at par the Relevant Shares on any Subscription Date out of profits of the Company which would otherwise be available for dividend. In the event that the Directors determine to redeem the same at par out of such profits, a Relevant Share shall confer upon the holder thereof the right to subscribe for, and shall authorise the secretary of the Company (or any other person appointed for the purpose by the Directors) to subscribe as agent on such holder's behalf for, one Ordinary Share at such price as shall represent the aggregate of:

- (1) the Subscription Price; and
- (2) the amount of the redemption moneys to which the holder is entitled;

and, in any such case, the Subscription Notice given by such holder shall be deemed irrevocably to authorise and instruct such agent to apply the redemption moneys payable to such holder in subscribing for such Ordinary Shares at such price.

- (ii) To enable such conversion to be effected, the Directors may determine to redeem at par the Relevant Shares on any Subscription Date out of the proceeds of a fresh issue of Ordinary Shares. In the event that the Directors determine to redeem the same at par out of such proceeds, a Relevant Share shall confer upon the holder thereof the right to subscribe for, and shall authorise the secretary of the Company (or any other person appointed for the purpose by the Directors) to subscribe as agent on such holder's behalf for, one Ordinary Share at such price as shall represent the aggregate of:

- (1) the Subscription Price; and
- (2) the amount of the redemption moneys to which the holder is entitled;

and, in any such case, the Subscription Notice given by such holder shall be deemed irrevocably to authorise and instruct such agent to apply the redemption moneys payable to such holder in subscribing for such Ordinary Shares at such price.

- (iii) To enable such conversion to be effected, the Directors may determine to effect such conversion by means of a consolidation and sub-division of the Relevant Shares. In such case the requisite consolidation and sub-division shall be effected pursuant to the authority given by the resolution adopting these Articles by consolidating into one share all the Relevant Shares held by any holder or joint holders and in respect of which a Subscription Notice shall have been given in respect of the relevant Subscription Date (treating holdings of the same holders or joint holders in certificated form and uncertificated form as separate holdings, unless the Directors otherwise determine) and, if the Directors so determine, any shares allotted to such holder or joint holder pursuant to Article 5.2.1.13(v) and converting (and, if necessary, sub-dividing) such consolidated share into shares of 5p each (or such other nominal amount as may be appropriate as a result of any consolidation or sub-division of Ordinary Shares) of which one share for every complete 5p (or such other nominal amount as may be appropriate as a result of any consolidation or sub-division of Ordinary Shares) of the nominal amount of the consolidated share shall be Ordinary Shares (fractional entitlements to an Ordinary Share being disregarded) and the balance (if any) of such consolidated share shall be Deferred Shares.
- (iv) In relation to any Relevant Shares that are to be redeemed in accordance with paragraph 5.2.1.13(i) or 5.2.1.13(ii) and that, on the Subscription Date concerned, in uncertificated form, the Directors shall be entitled in their absolute discretion to determine the procedures for the redemption of such Relevant Shares (subject always to the facilities and requirements of CREST). Without prejudice to the generality of the foregoing, the procedures for the redemption of any such Relevant Shares may involve or include the sending by the Company or by any person on its behalf of an issuer-instruction to the operator of CREST requesting or requiring the deletion of any computer-based entries in the relevant system concerned that relate to the holding of the Relevant

Shares concerned, and/or the Company may, if the Directors so determine (by notice in writing to the holder concerned), require the holder of the Relevant Shares concerned to change the form of the Relevant Shares from uncertificated form to certificated form prior to the Subscription Date concerned (in case may be, shall determine the procedure for such redemption).

- (v) To enable any conversion to be effected in accordance with paragraph 5.2.1.13(i) the resolution adopting these Articles will authorise the Directors to capitalise any part of the amount then standing to the credit of any of the Company's reserve accounts (whether or not the same would lawfully be distributable by way of cash dividend) or to the credit of the share premium account, capital redemption reserve, profit and loss account or otherwise available for the purpose and the same shall be applied in paying up in full at par shares to be allotted and issued, credited as fully paid, to and amongst the holders of the Subscription Shares exercising their Subscription Rights in accordance with their respective entitlements. The restrictions and limitations in these Articles relating to capitalisation issues generally shall not apply to any capitalisation or creation or issue of shares pursuant to paragraph 5.2.1.13 which shall instead be affected pursuant to the authority given by the resolution adopting these Articles.

5.2.1.14 The Subscription Shares and the Ordinary Shares arising on exercise of the Subscription Rights have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction in the United States and the Company has not been and will not be registered under the US Investment Company Act of 1940, as amended, and the rules and regulations of the US Securities and Exchange Commission promulgated thereunder. Each Subscription Share certificate will bear a legend to the effect that the Subscription Shares and the Ordinary Shares resulting from the exercise of Subscription Rights have not been and will not be so registered and that the Subscription Shares may not be exercised for cash in the US unless registered under the US Securities Act or an exemption from such registration requirements is available. Accordingly, the Subscription Notice is required to contain, among other things, a representation and warranty by the person exercising the Subscription Rights that they are outside the United States in an "offshore transaction" within the

meaning of Regulation S under the US Securities Act, failing which the Company may refuse to authorise the conversation of the Subscription Shares to which the Subscription Notice relates, except in certain limited circumstances.

5.2.2 Adjustment of Subscription Rights

- 5.2.2.1 The number of Subscription Shares outstanding and/or the Subscription Price shall from time to time be adjusted in accordance with the provisions of this Article 5.2.2.
- 5.2.2.2 If and whenever there shall be an alteration in the nominal amount of the Ordinary Shares as a result of a consolidation or sub-division of Ordinary Shares, the Subscription Price in force immediately prior to such alteration shall be adjusted, subject to Article 5.2.2.5 by multiplying it by a fraction of which the numerator shall be the nominal amount of one such Ordinary Share immediately after such alteration and the denominator shall be the nominal amount of one such Ordinary Share immediately prior to such alteration, and such adjustment shall become effective on the date such alteration takes effect.
- 5.2.2.3 If and whenever the Company shall allot to Ordinary Shareholders any Ordinary Shares credited as fully paid by way of capitalisation of reserves or profits (other than Ordinary Shares paid up out of distributable reserves and issued in lieu of a cash dividend), the Subscription Price in force immediately prior to such allotment shall be adjusted, subject to Article 5.2.2.5, by multiplying it by a fraction of which the numerator shall be the aggregate nominal amount of the issued Ordinary Shares immediately prior to such allotment and the denominator shall be the aggregate nominal amount of the issued and allotted Ordinary Shares immediately after such allotment, and such adjustment shall become effective on the date such allotment is made (or, if later, the date, or last date, on which any conditions to which such allotment is subject, are satisfied or waived).
- 5.2.2.4 If, on a date (or by reference to a record date) on or before the final Subscription Date, the Company makes any offer or invitation to the holders of Ordinary Shares (whether by rights issue or otherwise but not being an offer to which Article 5.2.6.1(vi) applies or an offer made in connection with scrip dividend arrangements) or any offer or invitation is made to such

holders otherwise than by the Company (not being an offer to which Article 5.2.6.1(vi) applies), then the Company shall, so far as it is able, procure that at the same time the same offer or invitation is made to the then Subscription Shareholders as if their Subscription Rights had been exercisable and had been exercised on the day immediately preceding the record date of such offer or invitation on the terms on which the same could have been exercised if they had then been exercisable, provided that, if the Directors so resolve in the case of any such offer or invitation made by the company, or if the Directors are unable to procure that such offer or invitation is made, the Company shall not be required to procure that such offer or invitation is made but the Subscription Price shall be adjusted, subject to Article 5.2.2.5:

- (i) in the case of an offer of additional Ordinary Shares for subscription by way of rights at a price less than the market price at the date of announcement of the terms of the offer, by multiplying the Subscription Price in force immediately prior to such announcement by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A = means the aggregate number of Ordinary Shares in issue on the date of such announcement;

B = the aggregate number of Ordinary Shares which the aggregate of the amount payable for the total number of additional Ordinary Shares comprised in such rights issue would purchase at such market price; and

C = the aggregate number of Ordinary Shares offered for subscription;

and such adjustment shall be determined by the Directors, and the Auditors shall report in writing that in their opinion such adjustment has been determined in all material respects in accordance with this Article 5.2.2.4; and

- (ii) in any other case, in such manner as the Directors shall determine and the Auditors shall report in writing to the Directors to be fair and reasonable to Subscription Shareholders.

Any such adjustment shall become effective, in the case of sub-paragraph (i) above, as at the date of any allotment of the additional Ordinary Shares which are the subject of the offer or invitation and, in the case of sub-paragraph (ii) above, as at the date determined by the Auditors. For the purposes of this Article 5.2.2.4 “**market price**” means the arithmetic mean of the mid-market quotations (as derived from the London Stock Exchange Daily Official List) for one Ordinary Share for the five consecutive Dealing Days ending on the Dealing Day immediately preceding the day on which the market price is to be ascertained but making an appropriate adjustment if the Ordinary Shares to be issued pursuant to the offer or invitation do not rank, on some or all of the relevant Dealing Days, *pari passu* as to dividends and other distributions with the Ordinary Shares in issue on those days.

5.2.2.5 No adjustment will be made to the Subscription Price pursuant to Articles 5.2.2.2, 5.2.2.3 or 5.2.2.4 (other than by reason of and to reflect a consolidation of Ordinary Shares as referred to in Article 5.2.2.2) if it would result in an increase in the Subscription Price and, in any event, no such adjustment will be made if such adjustment would (taken together with the amount of any adjustment carried forward in accordance with this Article 5.2.2.5) be less than 1.0 per cent of the Subscription Price then in force and on any adjustment the adjusted Subscription Price will be rounded down to the nearest 1.0p. Any adjustment not so made and any amount by which the Subscription Price is rounded down will be carried forward and taken into account on any subsequent adjustment pursuant to this Article 5.2.2.5.

5.2.2.6 Whenever the Subscription Price is adjusted in accordance with Articles 5.2.2.2, 5.2.2.3 or 5.2.2.4 by reason of a consolidation of Ordinary Shares as referred to in Article 5.2.2.2, the number of Ordinary Shares for which each holder of Subscription Shares is entitled to subscribe will be reduced accordingly. Whenever the Subscription Price is adjusted pursuant to Articles 5.2.2.2, 5.2.2.3 or 5.2.2.4 (other than by reason of and to reflect a consolidation of Ordinary Shares as referred to in Article 5.2.2.2), the Company shall issue, credited as fully paid, additional Subscription Shares to each holder of Subscription Shares at the same time as such adjustment takes effect. The number of additional Subscription Shares to which a holder of Subscription Shares will be entitled shall be the number of existing Subscription Shares held by him multiplied by the following fraction:

$$\frac{L - M}{M}$$

where:

L = the Subscription Price immediately before such adjustment; and

M = the Subscription Price immediately after such adjustment.

Fractions of Subscription Shares will not be allotted to holders of Subscription Shares and all such fractions will be aggregated and, if practicable, sold in the market. Unless the Directors otherwise determine, or unless the Regulations or the facilities and requirements of CREST otherwise require, the additional Subscription Shares issued pursuant to this Article 5.2.2.6 shall be allotted in uncertificated form (where the existing holding of Subscription Shares is in uncertificated form on the relevant allotment date) and in certificated form (where the existing holding of Subscription Shares were in certificated form on the relevant allotment date).

For the purpose of this Article 5.2.2.6, the resolution adopting these Articles authorises the Directors to capitalise any part of the amount then standing to the credit of any of the Company's reserve accounts (whether or not the same would lawfully be distributable by way of cash dividend) or to the credit of the share premium account, capital redemption reserve, profit and loss account or otherwise available for the purpose and the same shall be applied in paying up in full at par the additional Subscription Shares created and to be issued pursuant to this Article 5.2.2.6 and such shares shall be allotted and issued, credited as fully paid, to the holders of the Subscription Shares in accordance with their respective entitlements calculated in accordance with this Article 5.2.2.6. The general restrictions and limitations in these Articles relating to the capitalisation of profits and reserves shall not apply to any capitalisation or creation or issue of Subscription Shares pursuant to this Article 5.2.2.6.

5.2.2.7 If at any time a Subscription Shareholder shall become entitled to exercise their Subscription Rights pursuant to Article 5.2.6.1 (vii), the Subscription Price payable on such exercise (but not otherwise) shall be reduced by an amount determined by the Auditors in accordance with the following formula:

$$D = (E + F) - G$$

where:

D = the reduction in the Subscription Price;

E = the Subscription Price ruling immediately before such reduction;

F = the average of the mid-market quotations (as derived from the London Stock Exchange Daily Official List) for one Subscription Share for the 10 consecutive Dealing Days ending on the Dealing Day immediately preceding the date of the announcement of such offer (or, where such offer is a revised offer, the original offer) or, if applicable and earlier, the date of the first announcement of the intention to make such offer or original offer or of the possibility of the same being made; and

G = the average of the mid-market quotations (as derived from the London Stock Exchange Daily Official List) for one Ordinary Share for the 10 consecutive Dealing Days ending on the Dealing Day immediately preceding the date of the announcement of such offer (or, where such offer is a revised offer, the original offer) or, if applicable and earlier, the date of the first announcement of the intention to make such offer or original offer or of the possibility of the same being made;

provided that:

- (i) no adjustment shall be made in the Subscription Price where the value of G exceeds the aggregate value of E and F;
- (ii) the Subscription Price shall be further adjusted to take account of the market value of the Subscription Shares (which shall be deemed to be equal to the value of F) having regard, *inter alia*, to the time value of money in such manner as the Directors shall determine and as the Auditors shall report to the Directors, in all the circumstances, to be fair and reasonable; and
- (iii) the Subscription Price shall not be adjusted so as to cause the Company to be obliged to issue Ordinary Shares at a discount to nominal value and, if the application of the above formula would, in the absence of this sub-paragraph (iii), have reduce the Subscription Price to below the nominal value of an Ordinary share, the number of Ordinary Shares entitled to be subscribed pursuant to Article 5.2.6.1 (vii) shall be adjusted in such a manner as the Auditors shall report to the Directors to be appropriate to achieve the same economic result for the holders of

the Subscription Shares as if the Subscription Price had been reduced without regard to this sub-paragraph (iii).

Any such adjustment shall become effective on the date on which the Company becomes aware that, as a result of such offer as is referred to in Article 5.2.6.1 (vii) the right to cast a majority of the votes which may normally be cast on a poll at a general meeting of the Company has or will become vested in the offeror and/or such persons or companies.

5.2.2.8 For the purpose of determining whether Article 5.2.6.1(ix) shall apply and, accordingly, whether each holder of a Subscription Share is to be treated as if their Subscription Rights had been exercisable and had been exercised as provided in this Article, the Subscription Price which would have been payable on such exercise (but not otherwise) shall be reduced by an amount determined by the Auditors in accordance with the following formula:

$$H = (I + J) - k$$

where:

H = the reduction in the Subscription Price;

I = the Subscription Price ruling immediately before such reduction;

J = the average of the mid-market quotations (as derived from the London Stock Exchange Daily Official List) for one Subscription Share for the 10 consecutive Dealing Days ending on the Dealing Day immediately preceding the earliest of the following dates:

- (1) the date of an announcement by the Directors of their intention to convene a general meeting for the purpose of passing a resolution to wind up the Company;
- (2) the date of the notice of a general meeting convened for the purpose of passing a resolution to wind up the Company;
- (3) the date of commencement of the winding-up of the Company by the court; and
- (4) the date of suspension by the London Stock Exchange of dealings in the Subscription Shares prior to the making of such announcement by the Directors;

K = shall be the amount per Ordinary Share as determined by the Directors with confirmation from the Auditors that such determination is fair and reasonable which each holder of an Ordinary Share would be entitled to receive on such winding-up in accordance with Article 5.2.6.1(ix), on the assumption that all Subscription Rights then unexercised had been exercised in full at the Subscription Price (as adjusted, if appropriate, in accordance with this Article 5.2.2.8) and the subscription moneys in respect thereof had been received in full by the Company;

provided that:

- (i) no adjustment shall be made in the Subscription Price where the value of K exceeds the aggregate value of I and J; and
- (i) the Subscription Price shall be further adjusted to take account of the market value of the Subscription Shares (which shall be deemed to be equal to the value of J) having regard, *inter alia*, to the time value of money in such manner as the Directors shall determine and as the Auditors shall report to the Directors, in all the circumstances, to be fair and reasonable.

5.2.2.9 The Company shall send a written notice of any adjustment made pursuant to this Article 5.2.2 to Subscription Shareholders within 28 days of any such adjustment becoming effective together, in the case of any additional Subscription Shares issued in certificated form, with the relevant Subscription Share certificate for such additional Subscription Shares. The Company shall procure that, in the case of any additional Subscription Shares issued in uncertificated form, appropriate instructions are given to enable such additional Subscription Shares to be credited in uncertificated form to the relevant account within CREST of the Subscription Shareholders entitled thereto.

5.2.2.10 Where an event which gives or may give rise to an adjustment to the Subscription Price occurs whether in such proximity in time to another such event or otherwise in circumstances such that the Company in its absolute discretion determines that the provisions of this Article 5.2.2 need to be operated subject to some modification in order to give a result which is fair and reasonable in all the circumstances such modification shall be made in the

operation of the foregoing provisions as may the Auditors report to the Directors to be in their opinion appropriate in order to give such a result.

5.2.3 Income Rights

The Subscription Shares carry no rights to receive dividends or other income distributions out of the revenue or other profits of the Company.

5.2.4 Capital Rights

Subject to Article 5.2.6.1(ix), the Subscription Shares carry no rights to receive any payment out of the assets of the Company on a return of capital on liquidation (whether for the purpose of reorganisation, amalgamation or simple dissolution) or otherwise.

5.2.5 Voting Rights and General Meetings

Whether or not the Subscription Rights shall have expired, the Subscription Shares shall not carry any right to receive notice of, or to attend or vote at, any general meetings of the Company and references in the Articles to “members”, “shareholders” and “holders”, in relation to receiving notice of, or attending or voting at, general meetings of the Company shall be construed accordingly.

5.2.6 Protective Provisions

5.2.6.1 So long as any Subscription Rights remain exercisable:

- (i) the Company shall keep available for issue sufficient authorised but unissued share capital to satisfy in full all Subscription Rights remaining exercisable;
- (ii) the Company shall not (except with the sanction of a special resolution of the Subscription Shareholders):
 - (1) make any distribution of capital profits or capital reserves (including all surpluses and accretions required to be credited to capital reserves by the Articles) except by means of a capitalisation issue in the form of fully paid Ordinary Shares;
 - (2) issue securities by way of capitalisation of profits or reserves except fully paid Ordinary Shares issued to the holders of its Ordinary Shares; or

- (3) on or by reference to a record date falling within the period of six weeks ending on any Subscription Date make any such consolidation or sub-division as is referred to in Article 5.2.2.2, any such allotment as is referred to in Article 5.2.2.3 or any such offer or invitation as is referred to in Article 5.2.2.4 (except by extending to Subscription Shareholders or procuring the extension to Subscription Shareholders of any such offer or invitation as may be made by a third party);
- (iii) the Company shall not (except with the sanction of a special resolution of the Subscription Shareholders):
 - (1) in any way modify the rights attached to its existing Ordinary Shares as a class; or
 - (2) subject to Article 5.2.6.2 create or issue any new class of equity share capital (as defined in section 744 of the Act) except for shares which, as compared with the rights attached to the existing Ordinary Shares, carry rights which are not more advantageous as regards voting, dividend or return of capital;

provided that nothing in this Article 5.2.6.1 shall restrict the right of the Company to increase, consolidate or sub-divide its share capital and further provided that, notwithstanding sub-paragraphs (i) and (ii) above:

- (a) for so long as the Company has only two classes of share capital, being the Ordinary Shares and the Subscription Shares, any modification of the rights of the Ordinary Shares is not to be regarded as a modification of the rights attached to the Ordinary Shares as a class; and
- (b) any rights as regards return of capital shall not be regarded as more advantageous than those of the Ordinary Shares;

if, in either case, such modification or the creation or issue of any such shares is made in connection with or in contemplation of a winding-up of the Company, provided that, for the purposes of calculating the sum (if any) due to Subscription Shareholders under sub-paragraph (ix) below, the Directors shall have regard both to the rights of the Ordinary Shares immediately prior to such modification and after such modification and the holder of the Ordinary Shares to which he would have become entitled

as provided in sub-paragraph (ix) below and had he exercised any right of election conferred on such Ordinary shares or the shares so created or issued;

(iv) the Company shall not:

(1) (except with the sanction of a special resolution of the Subscription Shareholders) amend its Articles so as to enable any distribution of capital reserves (save as permitted by sub-paragraph (ii) above or by way of a redemption or purchase of shares in accordance with sections 160 or 162 of the Act); or

(2) (except (1) with the sanction of a special resolution of the Subscription Shareholders, (2) in connection with a purchase of its own shares made in accordance with the Act, the Articles and the Listing Rules or (3) a reduction in accordance with the Act and not involving any payment to its Shareholders) reduce its Shareholders) reduce its share capital or (except as permitted in section 130 or 170 of the Act) any share premium account or capital redemption reserve or any uncalled or unpaid liability in respect of any of its share capital;

(v) the Company shall not grant (or agree to grant) any option in respect of, or create any rights of subscription for, any Ordinary Shares, the nominal amount of which, together with the aggregate nominal amount of any Ordinary Shares over which options or rights of subscription (including those of the Subscription Shares) shall be subsisting at the date of such grant or creation, would exceed in the aggregate 20 per cent of the nominal amount of the Ordinary Shares then in issue nor (except with the sanction of a special resolution of the Subscription Shareholders) will the Company grant (or offer or agree to grant) any such option in respect of, or create any such rights of subscription for, or issue any loan capital carrying rights of conversion into, Ordinary Shares if the price at which any option or right is exercisable is lower than the Subscription Price for the time being;

(vi) if at any time an offer or invitation is made by the Company to the holders of its Ordinary Shares for the purchase by the Company of any of its Ordinary Shares (whether by tender offer or otherwise), the

Company shall simultaneously give notice thereof to the Subscription Shareholders and each Subscription Shareholder shall be entitled at any time while such offer or invitation is open for acceptance, to exercise their Subscription Rights on the terms on which the same could have been exercised (subject to any adjustment to the Subscription Price made in accordance with Article 5.2.2.4) if they had been exercisable on the day immediately preceding the record date for such offer or invitation (and references to "Subscription Date" in this Article shall be construed, where the context so requires, as if such day were a Subscription Date) and so as to take effect as if he had exercised their Subscription Rights immediately prior to the record date of such offer or invitation;

- (vii) subject to sub-paragraph (viii) below, if at any time an offer is made to all holders of Ordinary Shares (or all such holders other than the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror) to acquire the whole or any part of the issued ordinary share capital of the Company and the Company becomes aware, on or before the final Subscription Date, that as a result of such offer the right to cast a majority of the votes which may ordinarily be cast on a poll at a general meeting of the Company has or will become vested in the offeror and/or such companies or persons as aforesaid, the Company shall give notice to the Subscription Shareholders of such vesting or pending vesting within 14 days of its becoming so aware and each Subscription Shareholder shall be entitled, at any time within the period of 30 days immediately following the date of such notice, to exercise, their Subscription Rights on the terms on which the same could have been exercised (subject to any adjustment to the Subscription Price made in accordance with Article 5.2.2.7) if they had been exercisable on the day on which the Company shall become aware as aforesaid (and references to "Subscription Date" in this Article shall be construed, where the context so requires, as if such day were a Subscription Date) (and, if any part of the 30-day period referred to in this sub-paragraph (vii) falls before the first Subscription Date, the Subscription Rights shall nevertheless be deemed to be exercisable during all of that period for the purposes of this sub-paragraph (vii) and, if any part of such period falls after the final Subscription Date, the

final Subscription Date shall be deemed to be the last Business Day of such 30-day period);

(viii) if any offer as is referred to in sub-paragraph (vii) above shall be made whereunder the consideration shall consist solely of the issue of ordinary shares of the offeror and the offeror shall make available an offer of securities conferring rights to subscribe for ordinary shares in the offeror (the "exchange securities") in exchange for the Subscription Shares which the financial adviser to the Company shall consider in its opinion (acting as an expert and not as an arbitrator) to be fair and reasonable (having regard to the terms of the offer, the tax treatment of the exchange securities compared to that of the Subscription Shares and any other circumstances which may appear to such financial adviser to be relevant), then the Subscription Shareholders shall not be entitled to exercise their Subscription Rights on the basis referred to in sub-paragraph (vi) above and any Director shall be irrevocably authorised as attorney for the Subscription Shareholders who have not accepted such offer of exchange securities:

- (1) to execute a transfer of the Subscription Shares held by such holders in favour of the offeror in respect of Subscription Shares that are in certificated form, or to take or authorise or procure the taking of such action as shall be required in accordance with and subject to the Regulations and the facilities and requirements of CREST to effect such transfer, in respect of Subscription Shares that are in uncertificated form, in consideration of the issue of exchange securities whereupon all the Subscription Rights shall lapse and each outstanding Subscription Share shall be converted into a Deferred Share; and
- (2) to do all such acts and things as may be necessary or appropriate in connection therewith;

subject, in the case of both (a) and (b) above, to the offer as is referred to in sub-paragraph (vii) above becoming or being declared wholly unconditional and the offeror being in a position to acquire compulsorily the whole of the then issued ordinary share capital of the Company not already owned by the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror;

(ix) if:

- (1) an order is made or an effective resolution is passed for winding up the Company (except for the purpose of reconstruction, amalgamation or unitisation on terms sanctioned by a special resolution of the Subscription Shareholders); and
- (2) in such winding-up and on the basis that all Subscription Rights then unexercised had been exercised in full and the Subscription Price therefor (subject to any adjustment to the Subscription Price made in accordance with Article 5.2.2.4) had been received in full by the Company, there would be a surplus available for distribution amongst the holders of the Ordinary Shares, including for this purpose the Ordinary Shares which would arise on exercise of all the Subscription Rights, which would, on such basis, exceed in respect of each Ordinary Share a sum equal to such Subscription Price,

each Subscription Shareholder shall be treated as if immediately before the date of such order or resolution (as the case may be) their Subscription Rights had been exercisable and had been exercised in full on the terms on which the same could have been exercised (subject to any adjustment to the Subscription Price made in accordance with Article 5.2.2.8) if they had been exercisable and had been exercised on the day immediately before the date of such order or resolution (as the case may be) and shall accordingly be entitled to receive out of the assets available in the liquidation *pari passu* with the holders of Ordinary Shares such a sum as he would have received had he been the holder of the Ordinary Shares to which he would have become entitled by virtue of such subscription after deducting a sum per Ordinary Share equal to the Subscription Price (adjusted, if appropriate, in accordance with Article 5.2.2.8), provided that, if in connection with such winding up the holders of the Ordinary Shares approve in accordance with its Articles:

- (a) a distribution of assets *in specie* to the members,
- (b) the vesting in trustees of the whole or any part of the assets of the Company on trust for the benefit of the Ordinary Shareholders or any of them,

- (c) a transfer of the whole or part of the Company's assets to another investment fund (either closed-end or open-ended) in consideration for which shares or other securities will be issued by such fund for distribution among the Ordinary Shareholders or any of them; or
- (d) any similar arrangement;

then, for the purposes of this sub-paragraph (ix), the sum that the Subscription Shareholder would have received had he been the holder of the Ordinary Shares to which he would have become entitled by virtue of such exercise of their Subscription Rights shall be such sum as is determined by the Directors on such basis of valuation and valued at such date as the Directors determine with confirmation from the Auditors that each such determination is fair and reasonable and, subject to the foregoing, all Subscription Rights shall lapse on liquidation of the Company;

- (x) the Company shall not change its accounting reference date from 31 October except to a date falling within seven days before or after 31 October without giving to the Subscription Shareholders not less than two months' notice thereof and of the new date to be substituted for 28 February in Article 5.2.1.1.

5.2.6.2 Notwithstanding any of the provisions of Article 5.2.6.1, a qualifying 'C' share issue shall not constitute an alteration or abrogation of the rights attached to the Subscription Shares (and shall not require the sanction of a special resolution of the Subscription Shareholders) even though it may involve modification of the rights attached to the existing Ordinary Shares or the creation or issue of a new class of equity share capital if the Directors are of the opinion (having regard to all of the circumstances) that such issue should not have any material dilutive effect on the fully diluted net asset value attributable to each Ordinary Share. For the purpose of this Article 5.2.6.2, a **"qualifying C share issue"** means an issue by the Company of shares which will, within one year of the date of issue thereof, be converted into Ordinary Shares ranking *pari passu* in all respects with the Ordinary Shares then in issue (other than, if the case requires, as regards dividends or other distributions declared, paid or made in respect of the financial year in which the conversion takes place) and may include the issue in connection therewith of Subscription Shares (whether on the same terms and conditions as the Subscription Shares or otherwise) and any matters reasonably incidental to the

process by which such shares are converted to Ordinary Shares, including but not limited to the creation, issue, sub-division, consolidation, redesignation, purchase, redemption or cancellation of any share capital of the Company, including share capital with preferred or deferred rights.

5.2.6.3 Notwithstanding any of the provisions of Article 5.2.6.1, the Company may, without the sanction of a special resolution of the Subscription Shareholders:

- (i) purchase any of its own share capital (whether by invitation, by private treaty or through the market); or
- (ii) hold its Ordinary Shares in treasury and cancel or sell any such Ordinary Shares held in treasury.

4.2.6.4 The publication of a scheme of arrangement or conclusion of a legally binding agreement providing for the acquisition by any person of the whole or any part of the issued ordinary share capital of the Company (by whatever means) shall be deemed to be the making of an offer for the purposes of Article 5.2.6.1(vii).

5.2.7 **Purchase of Subscription Shares**

The Company and its subsidiaries shall have the right to purchase Subscription Shares in the market, by tender offer or by private treaty, provided that:

5.2.7.1 in the case of any purchase of Subscription Shares in the market or by private treaty, such purchase may only be made if the price to be paid does not exceed any maximum price specified in the Listing Rules and, if no such price is specified, 5 per cent. above the average of the middle market quotations (as derived from the London Stock Exchange Daily Official List) for the five consecutive Dealing Days ending on the Dealing Day prior to the day such purchase is made; and

5.2.7.2 if such purchases are by tender offer, such tender offer will be available to all holders of Subscription Shares alike.

5.3 **Deferred Shares**

5.3.1 In this Article "**Deferred Shares**" means redeemable deferred shares of 0.001p each in the capital of the Company arising on conversion or consolidation and division of Subscription Shares in accordance with any of Articles 5.2.1.10, 5.2.1.11 and 5.2.1.13.

The Subscription Shares will be issued on terms that the Deferred Shares, but not the Ordinary Shares arising on exercise of the Subscription Rights, shall be redeemable by the Company in accordance with this Article 5.3. Deferred Shares may only be held in certificated form, but the Company shall not be obliged to issue share certificates to the holders of Deferred Shares.

- 5.3.2 The Deferred Shares (to the extent that they are in issue and extant) shall entitle the holders thereof to a non-cumulative dividend at a fixed rate of 1.0 per cent. of the nominal amount thereof (the "**Deferred Dividend**") on the date six months after they arose on conversion or consolidation and division of Subscription Shares in accordance with any of Articles 5.2.1.10, 5.2.1.11 and 5.2.1.13 ("**Conversion**") payable to the holders thereof on the register of members on that date as holders of Deferred Shares and, save as provided in this Article 5.3, shall confer no other right on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the date on which the relevant Conversion occurred and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on the data six months after the date on which the relevant Conversion occurred. (It should be noted that, given the redemption of the Deferred Shares in accordance with Article 5.3, it is not expected that any Deferred Dividend will accrue or be paid on any Deferred Shares.)
- 5.3.3 Immediately upon any Conversion, the Company shall redeem all of the Deferred Shares which arose as a result of such Conversion for an aggregate consideration of 1p for each holding of 1,000,000 Deferred Shares (or any part thereof) and the relevant provision in these Articles shall be deemed to constitute notice to each holder of Deferred Shares that the Deferred Shares shall be redeemed immediately upon such Conversion for such aggregate consideration calculated on such basis. On redemption each Deferred Share shall be treated as cancelled in accordance with section 160(4) of the Act. The Company shall not be obliged to account to any holder of Deferred Shares for the redemption monies in respect of such shares unless the relevant holder applies to the Company in writing requesting payment of the said redemption monies.
- 5.3.4 On a return of assets on a winding up of the Company or other return of capital (otherwise than on the purchase by the Company of any of its own shares), the Deferred Shares shall, entitle the holder only to be repaid the amount paid up on such shares after repayment of the capital paid up on the Ordinary Shares plus the payment of £5,000 on each Ordinary Share.

- 5.3.5 The Deferred Shares shall not carry any right to receive notice of, or to attend or vote at, any general meetings of the Company and references in the Articles to “members”, “shareholders” and “holders”, in relation to receiving notice of, or attending or voting at, general meetings of the Company shall be construed accordingly.

5.4 General

- 5.4.1 The Company shall send to all Subscription Shareholders:
- 5.4.1.1 a copy of every published annual report and accounts of the Company, and of every unaudited interim report of the Company, and any other document required by law to be annexed thereto; and
 - 5.4.1.2 a copy of every notice, circular or other document sent by the Company to ordinary Shareholders;
- in each case at the time of issue thereof to Ordinary Shareholders.
- 5.4.2 Any determination or adjustment affecting the Subscription Shares made pursuant to the Articles by the Directors or the Auditors shall be made by them as experts and not as arbitrators and any such determination or adjustment made by them shall be final and binding on the Company and each of the Subscription Shareholders.
- 5.4.3 If any Subscription Date would, but for the provisions of this Article 5.4.3, fall on a day which is not a Business Day, the relevant Subscription Date shall be the next following Business Day.
- 5.4.4 For the avoidance of doubt, the terms on which the Subscription Rights are exercisable or could have been exercised on any date for the purposes of these Articles shall take into account, insofar as applicable, any adjustments to the Subscription Rights made pursuant to Article 5.2.2.
- 5.4.5 Whether any Subscription Shares are in certificated form or uncertificated form on a Subscription Date (or on any other date on which the Subscription Rights become exercisable) shall be determined by reference to the register of Subscription Shareholders as at 12.01am on the relevant Subscription Date or such other time as the Directors may (subject to the facilities and requirements of CREST) in their absolute discretion determine.
- 5.4.6 For the purposes of Articles 5.2.2, 5.2.3 and this Article 5.4;

- 5.4.6.1 **“Auditors”** means the auditors of the Company for the time being or such other firm of accountants as may from time to time be appointed by the Directors for these purposes;
- 5.4.6.2 **“Business Day”** means a day (other than a Saturday or Sunday) on which banks in London and Guernsey are open for business;
- 5.4.6.3 **“CREST Regulations”** means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), including any modification thereto or any regulations in substitution therefore;
- 5.4.6.4 **“Dealing Day”** means a day on which dealings take place on the London Stock Exchange;
- 5.4.6.5 **“special resolution of the Subscription Shareholders”** means a resolution proposed at a meeting of the Subscription Shareholders duly convened and held and passed by a majority consisting of not less than three fourths of the votes cast, whether on a show of hands or on a poll; and
- 5.4.6.6 **“Subscription Notice”** means either a Certificated Subscription Notice or an Uncertificated Subscription Notice.

6. REDEEMABLE SHARES AND SHARES WITH SPECIAL RIGHTS

- 6.1 Subject to the Statutes, and without prejudice to any rights attached to any class of shares for the time being in issue, any share may be issued:
 - 6.1.1 on terms that it is, or is liable to be, redeemed at the option of the Company or the holder on such terms and conditions and in such manner as the Directors may, before the allotment of such shares, determine; and
 - 6.1.2 with such preferred, deferred or other rights or subject to such restrictions, whether as regards dividend, return of capital, voting, conversion or otherwise, as the Company may from time to time by ordinary resolution determine.

7. WARRANTS OR OPTIONS TO SUBSCRIBE FOR SHARES

Subject to the Statutes, these Articles, the Market Rules and the requirements of the UK Listing Authority, the Company may issue warrants or options to subscribe for shares on such terms and subject to such conditions as the Directors may determine.

VARIATION OF RIGHTS

8. MANNER OF VARIATION OF RIGHTS

8.1 Whenever the share capital of the Company is divided into different classes of shares, all or any of the rights for the time being attached to any class may, subject to the Statutes, be varied or abrogated:

8.1.1 in such manner (if any) as may be provided by those rights; or

8.1.2 in the absence of such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class (but not otherwise),

and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate general meeting, all the provisions of the Statutes and these Articles relating to general meetings of the Company or to the proceedings thereat shall apply mutatis mutandis, except that:

8.1.3 no member shall be entitled to receive notice of such meeting or to attend it unless he is a holder of shares of the class in question and no vote shall be given except in respect of a share of that class;

8.1.4 the necessary quorum at any such meeting (other than an adjourned meeting) shall be two individuals, being two members present in person (including, for the avoidance of doubt, a member present through a corporate representative in accordance with Article 75) or by proxy, together holding not less than one third in nominal amount of the issued shares of the class in question (excluding, for the avoidance of doubt, any shares of that class held as treasury shares), unless all the shares of the class are registered in the name of a single member, in which case the quorum shall be that single member, and where a member is present by proxy, he shall be treated as holding only the shares in respect of which that proxy or those proxies are authorised to exercise voting rights;

8.1.5 at any adjourned meeting the necessary quorum shall be one individual, being a member present in person or by proxy, holding shares of the class in question (whatever the number of shares held by him);

8.1.6 each holder of shares of the class in question present in person or by proxy and entitled to vote may demand a poll;

8.1.7 on a show of hands:

- (a) subject to Article 75.2.1, every holder of shares of the class in question entitled to vote on the resolution who is present in person has one vote;
- (b) every proxy present who has been duly appointed by one or more holders of shares of the class in question entitled to vote on the resolution has one vote, unless he has been appointed by more than one such holder and has been instructed by one or more of such holders to vote for the resolution and by one or more others to vote against it, in which case he has one vote for and one vote against the resolution; and

8.1.8 each holder of shares of the class in question entitled to vote shall, on a poll, have one vote in respect of each share of the class held by him and all or any of the voting rights of such a holder may be exercised by one or more duly appointed proxies provided that, where a member appoints more than one proxy, this does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the holder in person.

8.2 For the purposes of Article 8.1.7(b), where a proxy has been allowed, by one or more of the holders of shares of the class in question who appoint him, discretion as to how to vote on a resolution, he is treated as if he has been instructed to vote on that resolution in the way in which he decides to exercise that discretion.

8.3 The preceding provisions of this Article 8 shall apply to the variation or abrogation of all or any of the rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class, the rights of which are to be varied or abrogated.

9. **MATTERS NOT CONSTITUTING VARIATION OF RIGHTS**

9.1 The rights attached to any class of shares shall, unless otherwise expressly provided by the terms of issue of such shares or by the terms on which such shares are for the time being held, be deemed not to be varied or abrogated by:

9.1.1 the creation, allotment or issue of further shares ranking equally in some or all respects with (but not having, in any respect, any priority over) such shares as regards participation in the profits or assets of the Company;

9.1.2 the purchase or redemption by the Company of any of its own shares (whether for cancellation or otherwise) or the cancellation of any of its shares following a reduction of capital approved by the Court under the Statutes;

- 9.1.3 the transfer or sale by the Company of any shares which it may hold as treasury shares from time to time in accordance with the Statutes; or
- 9.1.4 the Directors resolving that a class of shares shall become, or the operator of the relevant system permitting such class of shares to be, a participating security.

ALTERATION OF CAPITAL

10. CONSOLIDATION AND SUB-DIVISION OF SHARES

- 10.1 Subject to the Statutes and if so authorised by ordinary resolution, the Company may from time to time:
 - 10.1.1 consolidate, or consolidate and divide, all or any of its share capital into shares of a larger nominal amount than its existing shares; and
 - 10.1.2 sub-divide its shares, or any of them, (whether or not following a consolidation) into shares of a smaller nominal amount than its existing shares and the resolution may determine that, as between the shares resulting from such sub-division, any of them may, as compared with the others, have any such preferred, deferred or other rights, or be subject to any such restrictions, as the Company has power to attach to new shares.
- 10.2 Where any difficulty arises as a result of any consolidation or sub-division pursuant to Article 10.1, the Directors may settle the same as they consider expedient and, in particular, may make such provision as they think fit for any fractional entitlements which may or would arise, including arrangements under which (treating holdings of a member of uncertificated shares and certificated shares of the same class as if they were separate holdings, unless the Directors otherwise determine) they may:
 - 10.2.1 sell fractions of a share to a person (including, subject to the Statutes, the Company) for the best price reasonably obtainable and distribute the net proceeds of sale after deduction of the expenses of sale in due proportion among the persons entitled (except that if the amount due to a person is less than £5.00, or such other sum as the Directors may from time to time decide, the sum may be retained for the benefit of the Company); or
 - 10.2.2 subject to the Statutes, allot or issue to a member, credited as fully paid by way of capitalisation, the minimum number of shares required to round his holding of shares up to a number which, following consolidation and division or sub-division, leaves a whole number of shares (such allotment or issue being deemed to have been effected immediately before consolidation or sub-division, as the case may be).

- 10.3 To give effect to a sale pursuant to Article 10.2.1, the Directors may exercise their powers under Article 35.
- 10.4 If shares are allotted or issued pursuant to Article 10.2.2, the amount required to pay up those shares may be capitalised as the Directors think fit out of amounts standing to the credit of reserves (including a share premium account and capital redemption reserve) or to the credit of profit and loss account, whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the Directors capitalising part of the reserves for the purpose set out in Article 10.2.2 shall have the same effect as if the capitalisation had been declared by ordinary resolution of the Company pursuant to Article 124.

SHARES

11. AUTHORITY TO ALLOT

Subject to the Statutes, these Articles and any resolution of the Company in general meeting passed pursuant thereto, the Directors may allot (with or without conferring a right of renunciation), grant options over or otherwise deal with or dispose of in any other way new shares or rights to subscribe for or convert any security into shares to such persons, at such times and on such terms as they think proper, but no share may be issued at a discount. All new shares shall be subject to the Statutes and these Articles with reference to allotment, payment of calls, forfeiture, lien, transfer, transmission and all other matters.

12. COMMISSIONS/BROKERAGE

The Company may, in connection with the issue of any shares, pay commission as permitted by the Statutes. The Company may also on any issue of shares pay such brokerage as may be lawful. Any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares or other securities, the grant of an option to call for an allotment of shares or other securities or any combination of such methods.

13. RENUNCIATION OF ALLOTMENT

The Directors may at any time after the allotment of any share, but before any person has been entered in the Register as the holder of such share, recognise a renunciation thereof by the allottee in favour of some other person and may give to any allottee of a share a right to effect such renunciation on such terms and subject to such conditions as the Directors may think fit to impose.

14. TRUSTS MAY BE RECOGNISED

The Company shall be entitled, but shall not (except as required by the Statutes or these Articles) be bound (even when having express notice of the trust), to recognise in such manner and to such extent as it may think fit any trust(s) in respect of any shares. Notwithstanding any such recognition, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares and shall be entitled to recognise and give effect to the acts and deeds of the holders of such shares as if they were the absolute owners thereof. For the purposes of this Article 14, "trust" includes any right or interest (whether equitable, contingent, future, partial or otherwise) in respect of any share, or any fractional part of a share, other than an absolute right of the registered holder to the entirety of the same or, in the case of a share warrant, the rights of the bearer of the warrant for the time being.

EVIDENCE OF TITLE TO SHARES

15. MEMBERS' RIGHTS TO SHARE CERTIFICATES

Subject to Article 17, every person (other than a financial institution in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) whose name is entered as a member in the Register in respect of any certificated share shall be entitled, without payment, to receive a certificate therefor within one month of the date of allotment (or one month after the date of expiration of any right of renunciation, if earlier) or within one month of the lodgement of a transfer or (subject to the foregoing) within such other period as the terms of the issue shall provide.

16. ISSUE OF SHARE CERTIFICATES

Every share certificate shall specify the number, class, nominal value and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon. No certificate shall be issued representing shares of more than one class. Share certificates shall be issued under seal (including under securities seal or, in the case of shares on an overseas branch register, an official seal for use in the relevant territory), which may be affixed or printed on it, or shall be otherwise executed in accordance with the Statutes in such manner as the Directors may approve, having regard to the terms of allotment or issue of the certificated shares, the Market Rules and the requirements of the UK Listing Authority. The Directors may determine, either generally or in particular cases, that any signature on share certificates need not be autographic but may be affixed mechanically, electronically, by laser printing or by such other means or that share certificates need not be signed by any person.

17. JOINT HOLDERS

In the case of a certificated share held jointly by two or more persons, the Company shall not be obliged to issue more than one certificate for such certificated share and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.

18. BALANCE SHARE CERTIFICATES

Where some only of the certificated shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge.

19. REPLACEMENT OF SHARE CERTIFICATES

19.1 If any member:

19.1.1 surrenders for cancellation two or more certificates representing certificated shares of any one class held by him and requests the Company to issue a single new certificate representing such shares; or

19.1.2 surrenders for cancellation a share certificate representing certificated shares held by him and requests the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify,

the Directors may, if they think fit and on payment by the member of such reasonable fee as the Directors may decide, comply with such request.

19.2 If a share certificate has been worn out, damaged or defaced or is alleged to have been lost, stolen or destroyed, a new certificate representing the same shares shall be issued to the holder on request subject to:

19.2.1 delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity as the Directors may decide; and

19.2.2 the payment of such reasonable fee as the Directors may decide.

19.3 In the case of shares held jointly by two or more persons, any such request may be made by any one of the joint holders.

20. DELIVERY OF SHARE CERTIFICATE TO BROKER OR AGENT

Delivery of a certificate for certificated shares to a broker or agent acting in regard to the purchase or transfer of shares to which it relates shall be sufficient delivery to the purchaser or transferee, as the case may be.

21. UNCERTIFICATED SHARES

21.1 Pursuant and subject to the requirements of the UK Listing Authority, the Market Rules and the Regulations, the Directors may permit title to shares and securities of any class to be evidenced otherwise than by a certificate, and title to shares and securities of such a class to be transferred by means of a relevant system, and may make arrangements for each share of a class of shares (if all shares of that class are in all respects identical) to become a participating security. Title to shares of a particular class may only be evidenced otherwise than by a certificate where that class of shares is at the relevant time a participating security. The Directors may also, subject to compliance with the Regulations and the rules of any relevant system, determine at any time that title to any class of shares may from a date specified by the Directors no longer be evidenced otherwise than by a certificate or that title to such a class shall cease to be transferred by means of any particular relevant system. For the avoidance of doubt, shares which are uncertificated shares shall not be treated as forming a class which is separate from certificated shares with the same rights.

21.2 For so long as a class of shares remains a participating security, no provision of these Articles shall apply or have effect in relation to uncertificated shares of that class to the extent that they are inconsistent in any respect with:

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

21.2.2 the transfer of title to shares of that class by means of a relevant system; and

21.2.3 the Regulations.

21.3 Any share of a class which is at the relevant time a participating security may be changed from an uncertificated share to a certificated share, and from a certificated share to an uncertificated share, in accordance with and subject as provided in the Regulations and the rules of any relevant system.

21.4 Unless the Directors otherwise determine or the Regulations or the rules of the relevant system concerned otherwise require, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.

21.5 Where the Company is entitled in terms of the Statutes, the Regulations, the rules, procedures or practices of any relevant system, the Market Rules and the requirements of the UK Listing Authority to dispose of, forfeit, accept the surrender of, enforce a lien over, re-allot or sell, transfer or otherwise procure the sale of any shares which are held in uncertificated form, the Directors shall have the power (subject to the Statutes, the Regulations, the rules, procedures and practices of the relevant system, the Market Rules and the requirements of the UK Listing Authority) to take such steps as the Directors consider appropriate, by instruction by means of a relevant system or otherwise, to effect such disposal, forfeiture, surrender, enforcement, re-allotment, sale or transfer and such powers shall (subject as aforesaid) include the right to:

21.5.1 request or require the deletion of any computer-based entries in the relevant system relating to the holding of such shares in uncertificated form;

21.5.2 alter such computer-based entries so as to divest the holder of such shares of the power to transfer such shares to a person other than the transferee, purchaser or his nominee identified by the Company for this purpose;

21.5.3 require any holder of any uncertificated shares, which are the subject of any exercise by the Company of any such entitlement, by notice in writing to the holder concerned, to convert his holding of such uncertificated shares into certificated form within such period as may be specified in the notice prior to completion of any disposal, sale or transfer of such shares or direct the holder to take such steps as may be necessary to sell or transfer such shares; and/or

21.5.4 appoint any person to take such other steps in the name of the holder of such shares as may be required to effect the conversion and/or transfer of such shares and such steps shall be as effective as if they had been taken by the registered holder of the uncertificated shares concerned.

21.6 The Company shall not issue to any person a certificate in respect of an uncertificated share.

CALLS ON SHARES

22. POWER TO MAKE CALLS

22.1 The Directors may from time to time make calls on the members in respect of any moneys unpaid on their shares (whether on account of the nominal value or in respect of any premium) and not by the terms of issue thereof made payable at fixed times. A call shall be made by notice to the member concerned which states when and how the call is to be paid. A call may be made payable by instalments.

- 22.2 A call may, before receipt by the Company of any sum due thereunder, be revoked or postponed in whole or in part if and as the Directors may determine by a further notice in writing to the member concerned.

23. **LIABILITY FOR CALLS**

Each member shall pay to the Company as required by the notice the amount called on his shares, save that no member is obliged to pay any call before the expiry of 14 clear days from receipt or deemed receipt of the notice making the call. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of such share. A person on whom a call is made shall remain liable to pay the amount called notwithstanding the subsequent transfer of the shares in respect of which the call was made.

24. **INTEREST ON OVERDUE AMOUNTS**

If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the amount unpaid from and including the day appointed for payment thereof (or such later date as may be specified by the Directors) to the time of actual payment at such rate fixed by the terms of allotment or issue of the share concerned or in the notice of the call, or if no rate is fixed, at the rate (not exceeding without the sanction of the Company given by ordinary resolution, a rate of 20 per cent. per annum) as the Directors determine and shall also pay all expenses that may have been incurred by the Company by reason of such non-payment, but the Directors shall be at liberty in any case or cases to waive payment of all or part of such interest.

25. **DEEMED CALLS**

Any amount which, by or pursuant to the terms of allotment or issue of a share, becomes payable on allotment or issue, at any fixed date or on the occurrence of a particular event, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by or pursuant to the terms of allotment or issue, the same becomes payable and in case of non payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

26. POWER TO DIFFERENTIATE BETWEEN HOLDERS

Subject to the terms of allotment or issue, the Directors may, at any time and from time to time, differentiate between the allottees or the holders as to the amount of calls to be paid and the times of payment.

27. PAYMENT OF CALLS IN ADVANCE

27.1 The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys (whether on account of the nominal value of the shares or in respect of any premium) uncalled and unpaid on the shares held by him and such payment in advance of calls shall extinguish, to that extent, the liability on the shares in respect of which it is made and on the money so received, or on so much thereof as from time to time exceeds the amount then called on such shares. The Company may pay interest at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, a rate of 15 per cent. per annum) as the member paying such sum and the Directors may agree on the moneys so received (until and to the extent that the same would but for such advance become payable). Sums so paid in advance shall not entitle participation in any dividend.

27.2 The Directors may at any time repay moneys paid up in advance of calls on giving to the member not less than 14 clear days' notice in writing.

FORFEITURE, SURRENDER AND LIEN

28. NOTICE ON FAILURE TO PAY A CALL

28.1 If a member fails to pay in full any call or instalment of a call on or before the due date for payment thereof, the Directors may at any time thereafter give to him not less than 14 clear days' notice in writing requiring payment of the amount unpaid, together with any interest which may have accrued thereon and any costs, charges and expenses incurred by the Company by reason of such non-payment.

28.2 The notice shall specify a further day (not being less than 14 clear days from the date of service of the notice) on or before which the payment required by the notice is to be made, and how the payment is to be made, and shall state that if the amount specified in the notice is not paid in full as required by the notice, the shares on which the call has been made will be liable to be forfeited.

29. **FORFEITURE FOR NON-COMPLIANCE**

29.1 If the requirements of any notice given under Article 28 are not complied with, any share in respect of which such notice has been given may, at any time after such non-compliance and before payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited under these Articles and, in such case, references herein to forfeiture shall include surrender.

29.2 Subject to these Articles, the forfeiture of a share extinguishes:

29.2.1 all interests in that share, and all claims and demands against the Company in respect of it; and

29.2.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

29.3 When any share has been forfeited, the Company shall serve notice of the forfeiture on the person who was before forfeiture the holder of the share or the person who was before forfeiture entitled to the share by transmission; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid. An entry of the fact and date of forfeiture shall be made in the Register.

30. **DISPOSAL OF FORFEITED SHARES**

30.1 Subject to the Statutes, a share which has been forfeited and all rights attaching to it shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder of or entitled thereto or to any other person on such terms and in such manner as the Directors shall think fit in accordance with Article 35.

30.2 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the net proceeds of such sale after payment of the costs of such sale and any other costs of enforcing the Company's rights and excluding any amount which:

30.2.1 was or would have become payable; and

30.2.2 had not, when that share was forfeited, been paid by that person in respect of that share

but no interest is payable to such person in respect of such proceeds and the Company is not required to account for any money earned on them.

- 30.3 At any time before a sale, re-allotment or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Any share which has been so forfeited and has not been sold, re-allotted or disposed of shall be cancelled within three years of such forfeiture in accordance with the Statutes.

31. LIABILITY FOLLOWING FORFEITURE

A person whose share has been forfeited shall cease to be a member in respect of such share and shall, if the share is in certificated form, surrender to the Company for cancellation the certificate for such share. Such member shall, notwithstanding the forfeiture, remain liable (unless payment is waived in whole or in part by the Directors) to pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the share, together with interest on such sum at such rate as may be fixed by the terms of allotment or issue of the share or in the notice of the call or, if no rate is fixed, at such rate (not exceeding, without the sanction of the Company given by ordinary resolution 20 per cent. per annum) as the Directors may determine from and including the date of forfeiture until payment. The Directors may, in their absolute discretion, enforce payment without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

32. LIEN ON PARTLY PAID SHARES

The Company shall have a first and paramount lien on every share (not being a fully paid share) registered in the name of a member (whether solely or jointly with another person) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share. The lien shall apply (i) notwithstanding that those debts and liabilities have incurred before or after notice to the Company of any equitable or other interest of any person other than such member (ii) whether or not the period for the payment or discharge of the same shall have actually arrived and (iii) notwithstanding that the same are joint debts or liabilities of such member, or his estate and any other person, whether a member of the Company or not. The Company's lien (if any) on a share shall extend to any amount, including, without prejudice to the foregoing generality, dividends payable in respect of it and other payments or distributions payable or distributable thereon or in respect of. The Directors may at any time or in a particular case waive any lien which has arisen or declare any share to be exempt wholly or partially from the provisions of this Article 32.

33. ENFORCEMENT OF LIEN BY SALE

- 33.1 The Company may exercise its powers under Article 35 and sell in such manner as the Directors think fit any share on which the Company has a lien. No sale shall be made unless:

- 33.1.1 some sum in respect of which the lien exists is presently payable;
- 33.1.2 a notice in writing shall have been given to the holder for the time being of the share demanding payment of the sum then payable and giving notice of the intention to sell in default of such payment; and
- 33.1.3 not less than 14 clear days have expired after the delivery of such notice and the person to whom such notice was given has failed to comply with it.

34. APPLICATION OF PROCEEDS OF SALE

The net proceeds of any sale pursuant to Article 33, after payment of the costs of such sale and any other costs of enforcing the Company's rights, shall be received by the Company and applied in or towards payment or satisfaction of the amount in respect of which the lien exists, so far as the same is then payable. Any balance remaining shall (in respect of certificated shares, on surrender to the Company for cancellation of the certificate for the shares sold or the provision of an indemnity as to any lost or stolen or destroyed certificate required by the Directors), subject to a like lien for amounts not presently payable as existed on the shares before the sale, be paid to the person entitled to the shares immediately before the sale. No interest is payable to such person in respect of such proceeds and the Company is not required to account for any money earned on them.

COMPULSORY SALE POWERS

35. POWERS OF SALE

The Directors may exercise the powers conferred on them by this Article 35 only when they are empowered to do so pursuant to any of Articles 10.3, 30, 33 and 46. The Directors may, if necessary, authorise some person to execute an instrument of transfer of a certificated share on behalf of the holder of (or the person entitled by transmission to) the share to any person. The Directors may, if necessary, exercise any of the powers conferred on the Company by Article 21.5 to effect the transfer of an uncertificated share on behalf of the holder of (or the person entitled by transmission to) the share to any person. In either case, the transfer shall be as effective as if it had been made by the holder of (or the person entitled by transmission to) the share and the Company may receive the consideration (if any) for the disposal and may register the transferee as the holder of the share.

36. EVIDENCE OF DUE FORFEITURE AND SALE

A statutory declaration in writing by a Director or the Secretary that a share has been forfeited or sold pursuant to these Articles and stating the date on which it was forfeited or sold shall, against

all persons claiming to be entitled to the share, be conclusive evidence of the facts stated therein. Such declaration shall (subject, if necessary, to the execution of an instrument of transfer) constitute a good title to the share and the person to whom the share is sold, re-allotted or otherwise disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

37. FORM OF TRANSFER

37.1 Subject to these Articles, any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form approved by the Directors. The instrument of transfer of a share shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.

37.2 Subject to these Articles, an uncertificated share may be transferred in accordance with the Regulations and the rules of any relevant system.

37.3 A transferor shall remain the holder of the share concerned (whether a certificated share or an uncertificated share) until the name of the transferee is entered in the Register as the holder of that share.

38. RIGHT TO DECLINE REGISTRATION OF TRANSFERS OF CERTIFICATED SHARES

38.1 Subject to Article 70, the Market Rules and the requirements of the UK Listing Authority, the Directors may refuse to register the transfer of a certificated share which is not fully paid provided that this power will not be exercised so as to disturb the market in the shares.

38.2 Subject to Article 70, the Market Rules and the requirements of the UK Listing Authority, the Directors may also refuse to register the transfer of a certificated share or a renunciation of a renounceable letter of allotment (except where to do so would disturb the market in the shares) unless all of the following conditions are satisfied:

38.2.1 it is in respect of only one class of share;

38.2.2 it is in favour of a single transferee or renouncee or not more than four joint transferees or renouncees;

38.2.3 it is duly stamped (if required); and

38.2.4 it is delivered for registration to the registrar's office or such other place as the Directors have specified, accompanied by the certificate(s) for the shares to which it relates (except in the case of a transfer by a financial institution where a certificate has not been issued or in the case of a renunciation) and such other evidence as the Directors may reasonably require to prove the title of the transferor or person renouncing and the due execution by him of the transfer or renunciation or, if the transfer or renunciation is executed by some other person on his behalf, the authority of that person to do so. In the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, the lodgement of share certificates will only be necessary if, and to the extent that certificates have been issued in respect of the shares in question.

38.3 If the Directors refuse to register the transfer of a certificated share, the Directors shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the purported transferee, together with the reasons for the refusal and the Directors shall provide the purported transferee with such further information about the reasons for the refusal as the purported transferee may reasonably request.

39. **REGISTRATION OF TRANSFERS OF UNCERTIFICATED SHARES**

39.1 Subject to the Statutes, the Market Rules and the requirements of the UK Listing Authority, the Company shall register a transfer of title to any uncertificated share or any renounceable right of allotment of a share which is a participating security held in uncertificated form in accordance with the Regulations, but so that the Directors may refuse to register such a transfer in favour of more than four persons jointly or in any other circumstance permitted by the Regulations (except where to do so would disturb the market in the shares).

39.2 If the Directors refuse to register the transfer of an uncertificated share or of any such uncertificated renounceable right of allotment of a share, the Directors shall, as soon as practicable and in any event within two months after the date on which the transfer instruction relating to such transfer was received by the Company, send notice of the refusal to the purported transferee together with the reasons for the refusal, and the Directors shall provide the purported transferee with such further information about the refusal as the purported transferee may reasonably request.

40. **NO FEE ON REGISTRATION**

No fee will be charged by the Company in respect of the registration of any transfer of a share or the renunciation of a renounceable letter of allotment or instruction or other document relating to or affecting the title to a share or otherwise for making any other entry in the Register.

41. RETENTION OF TRANSFERS

All instruments of transfer which are registered shall, subject to Article 136, be retained by the Company but any instrument of transfer which the Directors refuse to register shall (where fraud or any other crime involving dishonesty is suspected in relation to such transfer) be returned to the person lodging it when notice of the refusal is given.

TRANSMISSION OF SHARES

42. TRANSMISSION OF SHARES

If shares held by a member are transmitted by operation of law, the person or persons entitled by transmission shall be the only persons recognised by the Company as having any title to his interest in the shares. However, nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

43. ELECTION BY PERSON ENTITLED BY TRANSMISSION

43.1 Subject to Article 42, any person becoming entitled to a share by transmission may (subject as hereinafter provided) on supplying to the Company such evidence as the Directors may from time to time reasonably require to show his title to the share, elect either to: (i) be registered as holder of the share in either a personal or representative capacity; or (ii) transfer such share to some other person nominated by him. If he elects to become registered himself, he shall give notice in writing to the Company to that effect. If he elects to transfer such share to another person, he shall:

43.1.1 if such share is a certificated share, execute an instrument of transfer of the share in favour of that person; or

43.1.2 if such share is an uncertificated share, either procure that instructions are given by means of the relevant system to effect the transfer of the share to that person or change the share to a certificated share and transfer it in accordance with Article 43.1.1.

43.2 All the provisions of these Articles relating to the transfer and the registration of shares shall apply to any such notification or transfer or instruction (as the case may be) which shall be treated as if it were a transfer executed, or instruction given (as the case may be), by the member registered as the holder of any such share.

43.3 The Directors may at any time require a person to make the election referred to in Article 43.1 to be registered himself or to transfer the share and if the requirements are not complied with within

90 days of being issued, the Directors may withhold payment of all dividends and other moneys payable in respect of the share until the requirements have been met.

44. RIGHTS OF PERSONS ENTITLED BY TRANSMISSION

Save as otherwise provided by these Articles, a person becoming entitled to a share by transmission (on supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall have the rights, including rights as to dividends and other moneys payable in respect of the share, to which he would be entitled if he were the holder of the share, except that he shall not before being registered as the holder of the share be entitled in respect of it to receive notice of, attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares.

SHARE WARRANTS

45. SHARE WARRANTS

- 45.1 The Company may, with respect to any of its fully paid certificated shares, issue a warrant to bearer stating that the bearer of the warrant is entitled to the shares specified in the warrant, and may provide (by coupons or otherwise) for the payment of future dividends on the shares included in such warrant.
- 45.2 A share warrant shall entitle the bearer of the same to the shares included in it. Those shares may be transferred by the delivery of the share warrant and these Articles regarding the transfer and transmission of shares shall not apply to the same. Each share warrant shall be issued under seal (including under securities seal or, in the case of shares on an overseas branch register, an official seal for use in the relevant territory) or in such other manner as the Directors may approve.
- 45.3 The Directors shall be entitled to accept a certificate (in such form and from such person as the Directors may approve) to the effect that a specified person is shown in the records of the person issuing such certificate as being entitled to the shares comprised in a specified share warrant as sufficient evidence of the facts stated in such certificate. The Directors shall also be entitled to treat the deposit of such certificate at the registrar's office (or any other place specified from time to time by the Directors) as equivalent to the deposit there of the share warrant, and may allot to the person named in such certificate any shares to which the bearer of the share warrant referred to in such certificate may be entitled. The right of the allottee to the allotment shall not, after any such allotment, be questioned by any person.
- 45.4 The Directors may determine, and from time to time vary, the conditions on which share warrants shall be issued, including those:

- 45.4.1 on which a new share warrant or coupon will be issued in the place of one worn out, damaged or defaced, or one alleged to have been lost, stolen or destroyed (but no new share warrant may be issued to replace one that is alleged to have been lost unless the Directors are satisfied beyond reasonable doubt that the original share warrant has been destroyed);
- 45.4.2 on which (subject as set out below) the bearer of a share warrant shall be entitled to receive notice of and to attend and vote at general meetings;
- 45.4.3 on which dividends will be paid; and
- 45.4.4 on which a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in such share warrant.

The conditions for the time being in force relating to share warrants (whether made before or after the issue of any particular share warrant) shall apply to the bearer of a share warrant unless stated to the contrary in any such conditions or in these Articles.

- 45.5 Subject to any terms and conditions for the time being in force relating to share warrants and except as specifically stated to the contrary in these Articles, the bearer of a share warrant may at any time deposit the share warrant at the registrar's office (or at such other place as the Directors may from time to time nominate). So long as the share warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company or of any class of member of the Company, of giving notice of intention to submit a resolution to a meeting and of attending and voting, giving a proxy and exercising the other privileges of a member, at any meeting held after the expiry of 48 hours from the time of deposit, as if his name were inserted in the Register as the holder of the shares included in the deposited share warrant. If a share warrant is deposited elsewhere than at the registrar's office (or such other place as the Directors have nominated), the depositor must obtain from the person with whom the same is deposited a certificate of such deposit in such form as the Directors may require specifying the share warrant and the number of shares included in that share warrant and must lodge the certificate of deposit at the registrar's office (or such other place as the Directors have nominated) at least 48 hours before the time of the meeting at which the depositor desires to attend or to be represented. Not more than one person shall be recognised as a depositor of any share warrant. Every share warrant which shall have been so deposited shall remain so deposited until after the closing of the meeting (or any adjournment thereof) at which the depositor desires to attend or to be represented.

- 45.6 Except as specifically stated to the contrary in these Articles or in the terms and conditions for the time being in force relating to share warrants, no person shall, as the bearer of a share

warrant, be entitled to sign a requisition for calling a meeting of the Company or of any class of member of the Company or to give notice of intention to submit a resolution to a meeting or attend or vote or give a proxy or exercise any other privilege of a member at a meeting of the Company, or at a meeting of any class of member of the Company, or be entitled to receive any notices from the Company. However, the bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register as the holder of the shares included in the share warrant, and he shall be deemed to be a member of the Company.

UNTRACED SHAREHOLDERS

46. SALE OF SHARES OF UNTRACED SHAREHOLDERS

46.1 The Company may exercise its powers under Article 35 and sell, at the best price reasonably obtainable at the time of sale, the shares of a member, or the shares to which a person is entitled by transmission, if:

46.1.1 during the period of 12 years immediately prior to the date of the publication of the advertisements referred to in Article 46.1.2 (or, if published on different dates, the first such date) at least three dividends (whether interim or final) in respect of those shares have become payable and no dividend in respect of those shares during that period has been claimed;

46.1.2 the Company has, on or after the expiry of the period referred to in Article 46.1.1, inserted an advertisement of its intention to sell the relevant shares in both a United Kingdom national newspaper and in a newspaper circulating in the area in which the last known address of such member or such person, or the address at which service of notices may be effected in the manner authorised by these Articles, is located and (if the shares have been admitted to the Official List of the UK Listing Authority) by giving notice of its intention to sell the relevant shares to the UK Listing Authority (and, if required, to the London Stock Exchange or other stock exchange or recognised investment exchange on which the shares are traded); and

46.1.3 during the further period of three months following the date of the publication of such advertisements (or, if published on different dates, the last such date), the Company, so far as the Directors are aware, has not received any communication from such member or person entitled by transmission (in his capacity as such).

46.2 The Company shall also be entitled to sell, in the manner provided for in this Article 46, any share (an “**additional share**”) issued during the period or periods of 12 years and three months in

respect of any share to which Article 46.1 applies or in respect of any share issued during such periods, provided that the requirements of:

46.2.1 Article 46.1.1, but modified to exclude the words “during the period of 12 years immediately prior to the date of the publication of the advertisements referred to in Article 46.1.2 (or, if published on different dates, the first such date)”;

46.2.2 Article 46.1.2, but modified to exclude the words “on or after the expiry of the period referred to in Article 46.1.1”; and

46.2.3 Article 46.1.3,

are satisfied in respect of such additional share.

46.3 The net proceeds of sale shall belong to the Company, but the Company shall be obliged to account to the former member or other person previously entitled by transmission to the relevant shares for an amount equal to such net proceeds and shall enter the name of such former member or other person in its books as a creditor for such amount. Such amount shall be a permanent debt of the Company. No trust shall be created in respect of such debt, nor shall any interest be payable in respect of the same. The Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments as the Directors may from time to time think fit.

GENERAL MEETINGS

47. ANNUAL GENERAL MEETINGS

An annual general meeting shall be held in accordance with the Statutes at such time and place as the Directors may determine.

48. OTHER GENERAL MEETINGS

48.1 The Directors may whenever they think fit, convene a general meeting to be held at such time and place as they may determine. The Directors shall, on requisition in accordance with the Statutes, proceed with proper expedition to convene a general meeting accordingly and if the Directors fail to do so the meeting may be convened by the requisitionists. If at any time there are not within the United Kingdom sufficient Directors to call a general meeting, any Director may convene a general meeting.

48.2 If:

48.2.1 the Company has fewer than two Directors; and

48.2.2 the Director (if any) is unable or unwilling to appoint sufficient Directors to make up a quorum or to call a general meeting to do so

then two or more members may call a general meeting (or instruct the Secretary to do so) for the purpose of appointing one or more Directors.

49. CLASS MEETINGS

49.1 Subject to Article 49.2 the provisions of these Articles relating to general meetings shall apply, with necessary modifications, to any general meeting of the holders of a separate class of shares ("class meeting").

49.2 Notwithstanding that it has been called by less than 14 days' notice, a class meeting shall be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right (excluding any shares held as treasury shares).

NOTICE OF GENERAL MEETINGS

50. PERIOD OF NOTICE, PERSONS ENTITLED TO RECEIVE NOTICE AND FORM OF NOTICE

50.1 Subject to the Statutes, an annual general meeting shall be called by not less than 21 clear days' notice in writing and any other general meeting by not less than 14 clear days' notice in writing.

50.2 The notice shall be given to the Auditors, to the Directors and to all members who are entitled under these Articles to receive such notices from the Company.

50.3 The Directors may determine that persons entitled to receive notice of meetings are those persons entered on the Register at the close of business on a day determined by the Directors, but if the Company is a participating issuer, the day determined by the Directors may not be more than 21 clear days before the date on which the relevant notice is being sent.

50.4 Notice of a general meeting shall be given in hard copy form, in electronic form or by means of a website in accordance with section 309 of the Act, or partly by one such means and partly by another.

51. CONTENTS OF NOTICE

Every notice calling a general meeting shall specify the place, date and time of the meeting (including any satellite meeting places arranged in accordance with Article 53 which shall be

identified as such). The notice shall state the general nature of the business to be dealt with at the meeting and, in the case of an annual general meeting, the notice shall also specify the meeting as such. In the case of any general meeting at which any resolution is to be proposed as a special resolution, the notice shall include the text of the resolution and specify the intention to propose it as a special resolution. The notice shall also include any statements required to be included by the Statutes.

52. OMISSION OR NON-RECEIPT OF NOTICE

The accidental omission to give notice of a general meeting or of any resolution intended to be moved at a general meeting or the accidental omission to send any document relating to any general meeting to, or the non-receipt of any such notice or document by, any person entitled to receive the notice or document shall not invalidate the proceedings at that meeting.

53. GENERAL MEETINGS AT MORE THAN ONE PLACE

53.1 The Directors may resolve to enable persons entitled to attend a general meeting to do so by attendance and participation (concurrently with the proceedings at the principal meeting place) at any satellite meeting place anywhere in the world and the members present in person or by proxy at satellite meeting places shall be counted in the quorum for and be entitled to speak and vote at the general meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the general meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that members attending at each of the meeting places are able to:

53.1.1 communicate to all other persons attending the meeting, during the meeting, any information or opinions which they have on the business of the meeting; and

53.1.2 vote, during the meeting, on any resolution on which they are entitled to vote which is put to the vote at the meeting and that their votes can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

53.2 The chairman of the general meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place.

PROCEEDINGS AT GENERAL MEETINGS

54. ELECTRONIC MEETINGS

54.1 The Directors may resolve to enable persons entitled to attend a general meeting to do so by participation by electronic means and the members participating in person or by proxy by such means shall be counted in the quorum for and be entitled to speak and vote at the general meeting in question, provided that the chairman of the general meeting is satisfied that the member or members participating by electronic means can be identified and are able to:

54.1.1 communicate to all other persons attending the meeting, during the meeting, any information or opinions which they have on the business of the meeting and to have communicated to them any information or opinions which any other person attending the meeting may wish to communicate; and

54.1.2 vote, during the meeting, on any resolution on which they are entitled to vote which is put to the vote at the meeting and that their votes can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

55. CHAIRMAN

55.1 The chairman of the Directors (if any), or in his absence a deputy chairman of the Directors (if any), shall preside as chairman at a general meeting. If neither the chairman of the Directors nor a deputy chairman is present within 15 minutes after the time appointed for holding the meeting and willing to act or if there is no chairman, the Directors present shall choose one of their number to be chairman of the meeting or, if there is only one Director present and willing to act, he shall be chairman of the meeting. If no Director is present within 15 minutes after the time appointed for holding the meeting, or if all the Directors present decline to take the chair, the members present and entitled to vote shall choose one of their number to be chairman of the meeting. If there are two or more deputy chairmen willing to act as chairman of the meeting, Article 99.5 shall apply.

55.2 The decision of the chairman on points of order, matters of procedure or arising incidentally out of the business of a general meeting is conclusive, as is the chairman's decision, acting in good faith, on whether a point or matter is of this nature.

55.3 Nothing in these Articles is intended to restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

56. **QUORUM**

No business, other than the appointment of a chairman of the meeting, shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two individuals, being two members present in person (including, for the avoidance of doubt, a member present through a corporate representative in accordance with Article 75) or by proxy, shall be a quorum for all purposes.

57. **LACK OF QUORUM**

57.1 This Article 57 applies if, within 30 minutes from the time appointed for a general meeting (or such longer interval as the chairman of the meeting may think fit to allow), a quorum is not present, or if during the meeting a quorum ceases to be present.

57.2 If the meeting was convened by the Directors, it shall stand adjourned to such other day (being not less than 10 clear days nor more than 28 clear days later) and at such time and place as may have been specified for the purpose in the notice convening the meeting or, if not so specified, as the chairman of the meeting (or, in default, the Directors) may determine. If a quorum is not present within 30 minutes from the time appointed for holding the adjourned meeting, the adjourned meeting shall be dissolved. Article 58.5, 58.6 and 58.7 shall apply to any such adjourned meeting.

57.3 If the meeting was convened on the requisition of members, it shall be dissolved

58. **ADJOURNMENT**

58.1 The chairman of any general meeting at which a quorum is present :

58.1.1 may, with the consent of the meeting, adjourn the meeting; and

58.1.2 must adjourn the meeting if directed to do so by the meeting.

58.2 Without prejudice to any other power which he may have under these Articles or at common law, the chairman may, without the consent of the meeting, interrupt or adjourn a meeting if he decides that it has become necessary to do so in order to:

58.2.1 secure the proper and orderly conduct of the meeting; or

58.2.2 give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or

58.2.3 ensure the safety of persons attending the meeting; or

- 58.2.4 ensure that the business of the meeting is properly disposed of.
- 58.3 When adjourning a general meeting, the chairman of the meeting shall:
- 58.3.1 either specify the time and place to which it is adjourned or state that it is adjourned to a time and place to be determined by the Directors; and
- 58.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 58.4 When a meeting is adjourned under this Article 58 for 28 clear days or more or to a time and place to be determined by the Directors, notice of the adjourned meeting shall be given in like manner as the notice of the original meeting. Save as set out in this Article 58, it shall not be necessary to give any minimum period of notice of a meeting adjourned under this Article 58 or of the business to be transacted at that adjourned meeting.
- 58.5 The chairman of the meeting or the Directors may adjourn a meeting to more than one place and hold such adjourned meeting in accordance with Article 53 (even if the meeting from which the adjournment took place was held in only one place) without having to give notice of the adjourned meeting except as otherwise provided in Article 57 or Article 58.4 (as the case may be).60.5.
- 58.6 A meeting may be adjourned in the circumstances set out in Article 57 and this Article 58 notwithstanding that by reason of such adjournment some members may be unable to be present at the adjourned meeting. Any such member may nevertheless execute a form of proxy for the adjourned meeting which, if delivered by him to the chairman of the meeting or Secretary, shall be valid even though it is given at less notice than would otherwise be required by these Articles.
- 58.7 All business conducted at a general meeting up to the time of adjournment shall be valid. No business shall be transacted at an adjourned meeting except business the general nature of which was stated in the notice of, and might lawfully have been transacted at, the meeting from which the adjournment took place.
59. **DIRECTORS' AND NON-MEMBERS' RIGHT TO ATTEND AND SPEAK**
- 59.1 Each Director is entitled to attend and speak at any general meeting of the Company (and at all separate meetings of the holders of a class of shares or debentures) irrespective of whether or not he is a member.

- 59.2 The chairman of the meeting may permit other persons, who are not members or otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

60. AMENDMENTS TO RESOLUTIONS

- 60.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

60.1.1 unless the chairman of the meeting decides otherwise, at least 48 hours before the time appointed for holding the meeting, notice of the amendment and intention to move it has been received by the Company; and

60.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

- 60.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

60.2.1 the chairman of the meeting proposes the amendment at the meeting; and

60.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 60.3 If an amendment shall be proposed to any resolution under consideration, but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the main resolution shall not be invalidated by any error in such ruling. With the consent of the chairman, an amendment may be withdrawn by its proposer before it is voted on.

61. ACCOMMODATION OF MEMBERS AT MEETING

- 61.1 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 is duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that a member who is unable to be accommodated can be identified and is able to:

61.1.1 communicate to all other persons attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting and to have communicated to him any information or opinions which any other person attending the meeting may wish to communicate; and

- 61.1.2 vote, during the meeting, on any resolution on which he is entitled to vote which is put to the vote at the meeting and that his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

62. SECURITY AND OTHER ARRANGEMENTS AT MEETING

The Directors may from time to time make any arrangement and impose any restriction they consider appropriate to ensure the security of a meeting, including requiring evidence as to identity to be produced by a person attending the meeting, searching of a person attending the meeting and restriction of the items of property which may be taken into the meeting place. The Directors may refuse entry to and/or remove from a meeting any person who refuses to comply with these arrangements or restrictions.

VOTING AT GENERAL MEETINGS

63. METHODS OF VOTING

- 63.1 A resolution put to the vote at any general meeting shall be decided on a show of hands unless a poll is duly demanded. A poll may be demanded in advance of the general meeting where the resolution is to be put to the vote; or at the general meeting before, or on the declaration of the result of, a show of hands on that resolution; or on the withdrawal of any other demand for a poll in accordance with Article 63.2. Subject to the Statutes, a poll may be demanded by:

- 63.1.1 the chairman of the meeting;
- 63.1.2 not less than 2 members present in person or by proxy having the right to vote on the resolution;
- 63.1.3 a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution (excluding, for the avoidance of doubt, any voting rights attached to any shares held as treasury shares), and so that a demand by a proxy counts as a demand by a member representing the voting rights that the proxy is able to exercise; or
- 63.1.4 a member or members present in person or by proxy holding shares conferring a right to vote on the resolution 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 (excluding, for the avoidance of doubt, any voting rights attached to any shares held as treasury shares), and so that a demand by a proxy counts as a demand by a

member holding the shares to which the voting rights that the proxy is able to exercise are attached.

- 63.2 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting. A demand so withdrawn shall, in the absence of any other demand for a poll validly made in accordance with this Article 63 and not already withdrawn, validate the result of any show of hands declared before the demand for a poll was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

64. **PROCEDURES ON A POLL**

- 64.1 If a poll is duly demanded (and the demand is not withdrawn), it shall be taken in such manner (including the use of ballot, electronic voting or voting papers or tickets) as the chairman of the meeting may direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 64.2 The chairman of the meeting may appoint scrutineers (who need not be members) and may decide how and when the result of the poll is to be declared.

65. **TIMING OF A POLL**

A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time (being not more than 30 days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, not less than seven clear days' notice shall be given specifying the time and place at which the poll is to be taken. The demand for a poll (other than on the choice of the chairman or on a question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

66. **VOTING ON A POLL**

A person entitled to more than one vote need not use all his votes or cast all the votes he has in the same way.

VOTING RIGHTS

67. **VOTES ATTACHING TO SHARES**

- 67.1 On a vote on a resolution on a show of hands:

- 67.1.1 subject to Article 75.2.1, each member entitled to vote on the resolution who is present in person has one vote;
- 67.1.2 every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, unless he has been duly appointed by more than one member entitled to vote on the resolution and he has been instructed by one or more of those members to vote for the resolution and by one or more others to vote against it, in which case he has one vote for and one vote against the resolution.
- 67.2 For the purposes of Article 67.1.2, where a proxy has been allowed, by one or more of the members appointing him, discretion as to how to vote on a resolution, he is treated as if he has been instructed to vote on that resolution in the way in which he decides to exercise that discretion.
- 67.3 On a vote on a resolution on a poll:
- 67.3.1 every member has one vote in respect of each share held by him;
- 67.3.2 all or any of the voting rights of a member may be exercised by one or more duly appointed proxies provided that, where a member appoints more than one proxy, this does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the member in person.
- 67.4 This article is subject to any special rights or restrictions as to voting attached to shares in accordance with these Articles or by the terms on which shares have been allotted or issued.

68. VOTES OF JOINT HOLDERS

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

69. MEMBER UNDER INCAPACITY

If in the United Kingdom or elsewhere a guardian, receiver or other person (by whatever name called) has been appointed by any court claiming the right or entitlement to exercise powers with respect to the property or affairs of a member on the grounds (howsoever formulated) of mental health, the Directors may in their absolute discretion, on or subject to production of such evidence of the appointment as the Directors may require, permit such guardian, receiver or other

person on behalf of such member to vote in person or by proxy at any general meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

70. RESTRICTION ON VOTING

70.1 Unless the Directors otherwise determine, no member shall be entitled in respect of any share held by him to attend or vote or speak at a general meeting (including a separate meeting of the holders of shares of a particular class) either personally or by proxy, or to exercise any other right conferred by membership in relation to such meetings of the Company, if any call or other sum presently payable by him to the Company in respect of such share remains unpaid. This restriction shall cease to apply when all amounts due (including interest) are paid, together with all costs, charges and expenses incurred by the Company by reason of the non-payment.

70.2 Subject to the requirements of the UK Listing Authority and the Market Rules (where appropriate), if a member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under section 793 of the Act (such notice to be served in accordance with Article 123) and is in default for the prescribed period (as defined in Article 70.10.2) in supplying to the Company the information required by such notice, then (unless the Directors otherwise determine) in respect of the relevant shares (as defined in Article 70.3.1), the member shall not (for so long as the default continues) nor shall any transferee to whom any of such shares are transferred (other than pursuant to an approved transfer (as defined in Article 70.10.3) or pursuant to Article 70.4.3) be entitled to attend or vote or speak, either personally or by proxy, at a general meeting (including a separate meeting of the holders of shares of a particular class) or to exercise any other right conferred by membership in relation to such meetings. Where, on the basis of information obtained from a member in respect of a share held by him, the Company issues a notice under section 793 of the Act to another person, it shall at the same time send a copy of the notice to the member, but the accidental omission to do so, or the non-receipt by the member of the copy, does not invalidate or otherwise affect the application of this Article 70.

70.3 In this Article 70:

70.3.1 “**relevant shares**” means:

- (a) all the shares in the shareholding account in the Register which comprises or includes the default shares; and
- (b) any other shares from time to time held by the member concerned;

- 70.3.2 “**default shares**” means those shares in relation to which the default referred to in Article 70.2 has occurred and any further shares allotted or issued in right of those shares after the date of the notice under section 793 of the Act; and
- 70.3.3 reference to a person being in default in supplying to the Company the information required by a notice under section 793 of the Act includes:
- (a) reference to his having failed or refused to give all or any part of it; and
 - (b) 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.
- 70.4 In addition, where the default shares represent not less than 0.25 per cent. of the issued shares of the class in question, the Directors may, in their absolute discretion, by giving notice (a “**direction notice**”) to the member concerned direct that:
- 70.4.1 the whole or any part of any dividend which would otherwise be payable in respect of the default shares shall be retained by the Company (without any liability to pay interest on such moneys if and when they are fully paid to the member); and/or
 - 70.4.2 all or any shares which would otherwise be issued by the Company in lieu of a cash dividend on the default shares shall be withheld from the member or otherwise retained by the Company (without any liability to pay compensation in respect of such shares if and when they are finally issued or released to the member); and/or
 - 70.4.3 no transfer of any certificated relevant shares shall be registered unless the transfer is an approved transfer (as defined in Article 70.10.3) or:
 - (a) the member is not himself in default as regards supplying the information required; and
 - (b) the transfer is of part only of the member’s holding and, when presented for registration, is accompanied by a certificate from the member in a form and substance satisfactory to the Directors to the effect that, after due and careful enquiry, the member is satisfied that none of the shares comprised in the transfer is a default share.

The terms of a direction notice shall apply as soon as it has been given.

- 70.5 For the purpose of enforcing the sanction in Article 70.4.3, the Directors may exercise their powers set out in Article 21.5.

70.6 The Company shall send to each other person appearing to be interested in the shares covered by a direction notice a copy of the notice, but the failure or omission by the Company so to do, or the non-receipt by each person of the notice, shall not invalidate such notice.

70.7 Except as provided in this Article 70, any direction notice shall have effect in accordance with its terms for so long as the default in respect of which the direction notice was issued continues and shall cease to have effect seven days following:

70.7.1 due compliance, to the reasonable satisfaction of the Directors, with the notice referred to in Article 70.2; or

70.7.2 if earlier, the transfer of any relevant shares by an approved transfer or in accordance with Article 70.4.3 (but only in relation to the relevant shares so transferred).

The Directors shall notify promptly in writing the member concerned if the direction notice ceases to have effect pursuant to Article 70.7.1.

70.8 Where default shares in which a person appears to be interested are held by a Depositary, this Article 70 shall be treated as applying only to those shares held by the Depositary in which such person appears to be interested and not (insofar as such person's apparent interest is concerned) to any other shares held by the Depositary.

70.9 Where the member on which a notice under section 793 of the Act is served (in accordance with Article 123) is a Depositary acting in its capacity as such, the obligations of the Depositary as a member of the Company shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it as has been recorded by it pursuant to the arrangements entered into by the Company or approved by the Directors pursuant to which it was appointed as a Depositary.

70.10 For the purposes of this Article 70:

70.10.1 a person shall be treated as appearing to be interested in any shares if the member holding such shares has been served with a notice under section 793 of the Act and either:

(a) the member has named such person as being so interested; or

(b) (after taking into account the response of the member to such notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;

70.10.2 the “**prescribed period**” is 14 days from the date of service of the notice under section 793 of the Act;

70.10.3 a transfer of shares is an “**approved transfer**” if:

- (a) it is a transfer of shares to an offeror by way of, or pursuant to, acceptance of a takeover offer for the Company (within the meaning of section 974 of the Act);
or
- (b) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the member or with any person appearing to be interested in such shares (including any such sale made through the London Stock Exchange or any other stock exchange or recognised investment exchange outside the United Kingdom on which the Company’s shares are normally traded). For the purposes of this Article (b), any associate (as that term is defined in section 435 of the Insolvency Act 1986) shall be included among the persons who are connected with the member or any person appearing to be interested in such shares;

70.10.4 “**interested**” shall be construed as it is for the purpose of section 793 of the Act; and

70.10.5 “**Depository**” means a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the Directors whereby such custodian or other person or nominee holds or is interested in shares in the capital of the Company or rights or interests in shares in the capital of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the Directors for the purpose of these Articles; and shall include, where approved by the Directors, the trustees (acting in their capacity as such) of any employees’ share scheme established by the Company or any other scheme or arrangement principally for the benefit of employees or those in the service of the Company and/or its subsidiaries or their respective businesses and the managers (acting in their capacity as such) of any investment or savings plan which in each case the Directors have approved.

70.11 This Article 70 is in addition to, and shall not limit or restrict any powers available under, the Statutes.

71. VALIDITY AND RESULT OF VOTE

- 71.1 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is tendered, every vote not disallowed at such meeting shall be valid for all purposes and every vote not counted which ought to have been counted shall be disregarded. Any objection shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
- 71.2 If any votes shall be counted which ought not to have been counted, or which might have been rejected or are not counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting or at any adjournment thereof, and not in that case unless it shall in the opinion of the chairman of the meeting be of sufficient magnitude to vitiate the result of the voting.
- 71.3 Unless a poll is duly demanded, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, (or an entry to that effect in the minute book) shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

PROXIES AND CORPORATE REPRESENTATIVES

72. IDENTITY OF PROXY

A proxy need not be a member of the Company. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. Unless the Directors otherwise determine, when two or more valid but differing appointments of proxy are delivered for the same share for use at the same meeting, the one which was signed last shall be treated as replacing and revoking the others as regards that share. If in such circumstances (where the Directors have not so otherwise determined) the Company is unable to determine which form of proxy was signed last, none of them shall be treated as valid in respect of that share.

73. FORM OF PROXY

- 73.1 The Directors may at the expense of the Company send or make available invitations to appoint a proxy to members by post or by electronic means or otherwise (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the holders of any class of shares, either in blank or nominating in the alternative any one or more of the Directors or any other person. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's

expense, they shall be issued to all of the members entitled to be sent a notice of the meeting and to vote at it (and not some only). The accidental omission to send or make available such an appointment of proxy or give such an invitation to, or the non-receipt thereof by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings of that meeting.

73.2 An appointment of a proxy shall:

73.2.1 be in writing;

73.2.2 state the name and address of the member appointing the proxy;

73.2.3 identify the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

73.2.4 if not in electronic form, be:

(a) executed by the appointor or his attorney; or

(b) in the case of a member which is a body corporate, either sealed with its common seal or signed on its behalf by a director or an attorney or other person duly authorised by the body corporate;

73.2.5 if in electronic form, be submitted by or on behalf of the appointor, subject to such terms and conditions and authenticated in such manner as the Directors may in their absolute discretion determine; and

73.2.6 be delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which it relates.

73.3 A member may specify, in the appointment of proxy or otherwise, how his proxy is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless the member specifies otherwise, his proxy shall be treated as having discretion as to how to vote on any ancillary or procedural resolutions put to the meeting. There is no obligation on the Company to check whether a proxy votes in accordance with any instructions specified by the member who appoints him, and no failure by a proxy to vote in accordance with such instructions shall vitiate the result of any vote on a resolution.

73.4 An appointment of a proxy may specify how the proxy is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless an appointment of proxy specifies otherwise, it shall be treated as allowing the proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting.

- 73.5 The Directors may require appointments of proxy to be delivered in a particular form and may specify different forms for different purposes.
- 73.6 Without limiting the foregoing, in relation to uncertificated shares, the Directors may from time to time permit appointments of a proxy to be made in the form of an Uncertificated Proxy Instruction (that is an instruction or other notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system concerned)); and may in a similar manner permit supplements to, or amendments or revocations of, any such Uncertificated Proxy Instruction to be made by like means. The Directors may, in addition, prescribe the method of determining the time at which any such instruction (or other notification) is to be treated as received by the Company or such participant. The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.
- 73.7 Where an appointment of proxy is executed or submitted on behalf of the appointor by an attorney or, on behalf of a member being a body corporate, by a person on its behalf, the letter or power of attorney or other authority, or a notarially certified copy thereof (or a copy certified in some other way approved by the Directors), must (failing previous registration with the Company) be deposited with the appointment of proxy pursuant to Article 74, failing which the appointment may be treated as invalid.

74. DEPOSIT OF PROXY

- 74.1 Subject to Articles 74.2 and 74.3, an appointment of proxy must be delivered to a proxy notification address not less than 48 hours (or such shorter time as the Directors may determine) before the general meeting or adjourned meeting at which the proxy proposes to vote.
- 74.2 In the case of a poll taken more than 48 hours after it is demanded, an appointment of proxy must be delivered to a proxy notification address not less than 24 hours (or such shorter time as the Directors may determine) before the time appointed for the taking of the poll.
- 74.3 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, an appointment of proxy must have been delivered in accordance with Article 74.1 prior to the meeting at which the poll was demanded or be delivered at that meeting to the chairman of the meeting, the Secretary or any Director.
- 74.4 For the purposes of this Article 74, a proxy notification address is:

- 74.4.1 an address specified for that purpose in or by way of note to the notice convening the meeting, or in any form of appointment of proxy sent out by the Company in relation to the meeting, or in any invitation to appoint a proxy issued by the Company in relation to the meeting; or
 - 74.4.2 in the case of an appointment in electronic form, an address specified by the Company for that purpose either generally or specifically; or
 - 74.4.3 in the case of an appointment not in electronic form, the registrar's office.
- 74.5 In calculating when an appointment of proxy is to be received, no account is to be taken of any part of a day that is not a working day unless the Directors determine otherwise pursuant to Article 74.1 or Article 74.2.
- 74.6 An appointment of proxy which is not received in accordance with this Article 74 shall be invalid. An appointment of proxy will be valid for any adjournment of a meeting to which it relates, unless it is stated on the relevant appointment that the proxy cannot be used at any such adjournment. If an appointment of proxy relates to more than one meeting (including any adjournment of any meeting) and has been received as required by this Article 74 for or in respect of one of those meetings, it will be valid for all subsequent meetings to which it relates and need not be re-delivered. Such an appointment of proxy shall not be valid for more than 12 months after its date of execution. Delivery of an appointment of proxy does not prevent a member attending and voting in person at the meeting or at an adjournment of the meeting or on a poll.

75. BODY CORPORATES ACTING BY REPRESENTATIVES

- 75.1 Any body corporate which is a member of the Company may, by resolution of its directors or other governing body, authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or of any class of members of the Company. Such body corporate shall for the purposes of these Articles be deemed to be present in person at any such meeting if one or more persons so authorised is present thereat and all references to attendance and voting in person shall be construed accordingly.
- 75.2 A person so authorised shall be entitled to exercise (on behalf of the body corporate) the same powers as the body corporate could exercise if it were an individual member of the Company, save that where a body corporate authorises more than one person:
- 75.2.1 on a vote on a resolution on a show of hands at a meeting, each authorised person has one vote if the body corporate is entitled to vote on the resolution; and

75.2.2 where Article 75.2.1 does not apply, where more than one authorised person purport to exercise a power on behalf of the body corporate in respect of the same shares:

- (a) if they purport to exercise the power in the same way as each other, the power is treated as exercised in the same way;
- (b) if they do not purport to exercise the power in the same way as each other, the power is treated as not exercised.

75.3 A Director or the Secretary of the Company (or a person so authorised by a Director or the Secretary) may demand the representative of the body corporate which he represents to provide a certified copy of, or a certificate under the hand of a director or the secretary of the body corporate or such other authorised signatory of the relevant body corporate as the Directors deem appropriate, evidencing the passing of the authorising resolution and the representative shall not be entitled to exercise the powers conferred on him by these Articles unless and until any such demand has been satisfied.

75.4 There is no obligation on the Company to check whether a representative of a body corporate votes in accordance with any instructions specified by the body corporate who appoints him, and no failure by such a representative to vote in accordance with such instructions shall vitiate the result of any vote on a resolution.

76. REVOCATION OF PROXY OR CORPORATE REPRESENTATIVE

76.1 The previous termination of the appointment of a proxy or of the authorisation of a representative of a body corporate shall not affect:

76.1.1 whether he counts in deciding whether a quorum is present at a meeting; or

76.1.2 the validity of anything he does at a meeting, including any vote cast or any poll demanded by him; or

76.1.3 the validity of any vote cast by him on a poll demanded at the meeting but not taken at the meeting;

unless notice in writing of such termination has been received by the Company at least one hour before the commencement of the meeting or adjourned meeting or, in the case of a vote cast on a poll which is not taken at, or on the same day as, the meeting or adjourned meeting, one hour before the time appointed for the taking of the poll.

76.2 For the purposes of Article 76.1, "termination of the appointment of a proxy or of the authorisation of a representative of a body corporate" includes:

- 76.2.1 the death or insanity of the principal;
- 76.2.2 the transfer of the shares in respect of which he is appointed; and
- 76.2.3 the revocation of the appointment of the proxy or of the authority under which he is appointed or, in the case of a body corporate, the revocation of the appointment of its authorised representative.

DIRECTORS

77. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution of the Company, the Directors (other than alternate Directors) shall not be less than 3 nor more than 6 in number.

78. NO SHARE QUALIFICATION

A Director shall not be required to hold any shares.

79. DIRECTORS' REMUNERATION

The ordinary remuneration of the Directors (other than any Director who holds any executive office, including for this purpose the office of chairman or deputy chairman where such office is held in an executive capacity, or employment with the Company or any associated company, entitling him to remuneration under any agreement and who is not thereby entitled to any fees as a Director) shall not exceed in aggregate **£100,000*** per annum subject to any changes to the Retail Prices Index in any year (or such other amount as may from time to time be determined by ordinary resolution of the Company). Such remuneration shall be deemed to accrue from day to day and shall be divisible among the Directors in such proportion and manner as the Directors may determine. Any fee payable pursuant to this Article 90 shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any provision of these Articles or any contract or arrangement between the Company and the relevant Director.

* - amended to £150,000 by ordinary resolution on 6 February 2014

80. DIRECTORS' ADDITIONAL REMUNERATION

Any Director who holds any executive office (including for this purpose the office of chairman or deputy chairman where such office is held in an executive capacity), or employment with the Company or any associated company, or who serves on any committee of the Directors, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such remuneration or benefits by way of salary,

commission, participation in profits or otherwise, in addition to or in substitution for his ordinary remuneration as a Director, as the Directors or any committee of the Company authorised by the Directors may determine, and such additional remuneration or benefits shall not be taken into account for the purposes of the limitation contained in Article 79.

81. DIRECTORS' EXPENSES

Each Director may be paid or repaid his travelling, hotel and other expenses properly and reasonably incurred in attending and returning from meetings of the Directors or any committees of the Directors or general meetings of the Company or otherwise properly and reasonably incurred by him in connection with the business of the Company.

82. RETIREMENT AND OTHER BENEFITS

Without prejudice to the general power of the Directors under these Articles to exercise on behalf of the Company (by establishment or maintenance of schemes or otherwise) all the powers of the Company to give, or procure the giving of, retirement, death or disability benefits, annuities or other allowances, emoluments or benefits to, or for the benefit of, any person and without restricting the generality of their other powers, the Directors shall have power to pay, and agree to pay, emoluments or benefits to any Director, ex-Director, officer or ex-officer of the Company or its predecessors in business or of any other undertaking which is (i) the holding company of the Company or (ii) a subsidiary undertaking of the Company or of any such holding company or (iii) otherwise allied to or associated with the Company or any such holding company or subsidiary undertaking or in which the Company or such holding company or subsidiary undertaking has any interest, whether directly or indirectly, and to the husbands, wives, widowers, widows, children, families, dependants and personal representatives of any such Director, ex-Director, officer or ex-officer, and, for the purpose of providing any such benefits, annuities, allowances or emoluments, to establish or contribute to any trust, scheme, association, arrangement or fund or to pay premiums, and shall have power to establish trusts, schemes, associations, arrangements or funds considered to be for the benefit of any such persons aforesaid. A Director, ex-Director, officer or ex-officer shall not be accountable to the Company or the members of any such benefit, annuities, allowances or emoluments, and the receipt of the same shall not disqualify any person from being or becoming a Director of the Company.

83. DIRECTORS' INTERESTS

- 83.1 Pursuant to section 175 of the Act, the Directors may authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director 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. Any such authorisation 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. Neither the Director in question nor any other interested Director shall vote on (or, if he does vote, his vote shall not be counted), or be counted in the quorum at a meeting in relation to, any resolution of the Directors concerning any such authorisation. Pursuant to section 175(3) of the Act, no such authorisation is required in relation to a conflict of interest arising in relation to a transaction or arrangement with the Company and accordingly this Article 83.1 does not apply in those circumstances.

83.2 A Director, notwithstanding his office, may be or become a director or other officer of, or hold any place of profit in, or act in a professional capacity for, or otherwise be interested in, any associated company. A Director who is a director or other officer of, or otherwise interested in, any associated company is authorised to act subject to any guidance from time to time issued by the Directors for dealing with conflict situations arising in relation to associated companies or any of them. The Directors may exercise any voting rights exercisable by the Company in any associated company in such manner and in such respects as they think fit, including voting in favour of any resolution appointing them or any of their number directors or officers of any associated company or voting or providing for the payment of remuneration to the directors or officers of any associated company.

83.3 Where a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and the matter constituting or giving rise to such conflict or potential conflict has been authorised by the Directors pursuant to Article 83.1 or by the Company, or is otherwise permitted by this Article 83, subject to the terms on which any authorisation has been given:

83.3.1 the Director in question need not disclose to or use for the benefit of the Company any information relating to the relevant matter which he obtains or has obtained otherwise than as a Director or employee of the Company and in respect of which he owes a duty of confidentiality to a person other than the Company;

83.3.2 the Director in question shall not (unless it is otherwise agreed) be liable to account to the Company for any profit, remuneration or other benefits realised or receivable by him in consequence of the relevant matter and no contract, transaction or arrangement relating thereto shall be liable to be avoided on the grounds of his conflict of interests;

83.3.3 the Director in question need not consider board papers, nor participate in discussion of the Directors, relating to the relevant matter;

83.3.4 any Director may act in any way authorised by any guidance for dealing with conflicts of interest issued by the Directors from time to time.

83.4 For the purpose of this Article 83, a conflict of interests includes a conflict of interest and duty and a conflict of duties.

83.5 Where a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, the duties which the Directors owe to the Company shall not be infringed by anything done (or omitted) by the Directors, or any of them, in accordance with this Article 83.

84. **EXECUTIVE DIRECTORS**

84.1 The Directors may from time to time appoint one or more of their body to hold any executive office (including, where considered appropriate, the office of chairman or deputy chairman) on such terms and for such period as they may (subject to the Statutes, the Market Rules and the requirements of the UK Listing Authority) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment. Subject to the Statutes, the Directors may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. The Directors may, without limiting or prejudicing in any way the terms of any contract entered into in any particular case, at any time revoke or vary the terms of any such appointment. A Director appointed to an executive office shall not cease to be a Director merely because his appointment to such executive office terminates.

84.2 The appointment of any Director to any executive office shall automatically terminate if he ceases to be a Director, but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

85. **DELEGATION OF POWERS**

Without prejudice to the power to delegate under Article 101, the Directors may entrust to and confer on any Director any of the powers exercisable by them as Directors on such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

86. **DESIGNATION OF NON-DIRECTORS**

The Directors may from time to time appoint any person to an office of employment having a designation or title including the word “**director**” or attach to any existing office of employment with the Company such a designation or title and may at any time terminate any such appointment or the use of any such designation or title. The inclusion of the word “**director**” in

the designation or title of such office of employment with the Company shall not imply that the holder thereof is a Director nor shall such holder thereby be empowered in any respect to act as a Director or be deemed to be a Director for any of the purposes of the Statutes or these Articles.

87. ALTERNATE DIRECTORS

87.1 Any Director (other than an alternate Director) shall have the power at any time to appoint as his alternate, to exercise his powers and carry out his responsibilities during his absence (whether for a limited or an unlimited term), either another Director or any other person approved for that purpose by a resolution of the Directors and, at any time, to terminate such appointment. Any such alternate is referred to in these Articles as an alternate Director.

87.2 Any appointment or removal of an alternate Director shall be by notice in writing to the Company or tendered at a meeting of the Directors, signed by the appointing Director, and shall take effect on receipt of such notice. In the case of an appointment, the notice shall contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.

87.3 The appointment of an alternate Director shall automatically determine on the happening of any of the following events:

87.3.1 if his appointor shall terminate the appointment by notice in writing to the Company or tendered at a meeting of the Directors specifying when it is to terminate;

87.3.2 on the happening of any event which, if he were a Director, would cause him to vacate the office of Director;

87.3.3 if by notice in writing to the Company or tendered at a meeting of the Directors he shall resign such appointment; and

87.3.4 if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.

87.4 An alternate Director shall (subject to his giving to the Company the information it needs to communicate with him) be entitled to receive notice of meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and, in place of his appointor, to vote and be counted for the purpose of a quorum at any such meeting at which his appointor is not personally present and generally to perform all functions as a Director of his appointor in his absence.

- 87.5 A Director or any other person may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents at that meeting in addition to his own vote (if any) as a Director, but he will only be counted once for any quorum requirements.
- 87.6 An alternate Director may be paid or repaid by the Company such expenses as might properly have been paid or repaid to him if he had been a Director but shall not in respect of his office of alternate Director be entitled to receive any remuneration from the Company except such part of his appointor's remuneration as his appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- 87.7 An alternate Director shall, except as provided in these Articles and as regards power to appoint an alternate, be subject to these Articles with regard to Directors. An alternate Director shall, during his appointment, be an officer of the Company and shall not be deemed to be an agent of his appointor and shall alone be responsible for his acts and defaults.

APPOINTMENT AND RETIREMENT OF DIRECTORS

88. VACATION OF OFFICE

- 88.1 A Director shall cease to be a Director on the happening of any of the following events:
- 88.1.1 he becomes prohibited by law from acting as a director, or shall cease to be a director by virtue of any provision of the Statutes;
 - 88.1.2 not being a Director holding executive office for a fixed period, he resigns by notice in writing to the Company or tendered at a meeting of the Directors or if by notice in writing to the Company or tendered at a meeting of the Directors he offers to resign and the Directors resolve to accept such offer;
 - 88.1.3 having been appointed for a fixed term, the term expires;
 - 88.1.4 he has a bankruptcy order made against him or settles or makes any arrangement or composition with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
 - 88.1.5 he becomes incapable by reason of illness or injury of managing and administering his property and affairs and the Directors resolve that his office be vacated;

88.1.6 he and his alternate (if any) are absent from meetings of the Directors for the greater of six consecutive months and six consecutive meetings without the consent of the Directors and the Directors resolve that his office be vacated;

88.1.7 having retired pursuant to Article 89, he is not re-appointed as a Director; or

88.1.8 he is removed from office as a Director by notice in writing sent to him at his last known address signed by all his co-Directors, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed to be an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company or otherwise.

88.2 A resolution of the Directors to the effect that a Director has ceased to be a Director under this Article 88 shall be conclusive as to the facts and reasons for his ceasing to hold office as stated in the resolution.

89. RETIREMENT OF DIRECTORS

89.1 At each annual general meeting of the Company, any Director bound to retire under Article 91 and one-third of the other Directors for the time being (or, if their number is not 3 or a multiple of 3, the number nearest to, but (except where less than 3 Directors are subject to retirement by rotation or as otherwise required by this Article 89.1) not greater than one-third) shall retire from office by rotation. Notwithstanding the foregoing, no Director shall continue to hold office as a Director after the third annual general meeting following his election or re-election, as the case may be, without submitting himself for re-election at the said third annual general meeting.

89.2 Subject to the provisions of the Statutes, the Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the Directors subject to retirement by rotation who have been longest in office since their last re-appointment or appointment and so that, as between persons who became or were last re-appointed Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Directors at the date of the notice convening the annual general meeting and no Director shall be required to retire, or be relieved from retiring, by reason of any change in the number or identity of the Directors after the date of such notice but before the close of the meeting. A retiring Director shall be eligible for re-election.

89.3 The retirement of a Director shall not have effect until the conclusion of the meeting at which he is retiring, except where a resolution is passed to appoint some other person in the place of the retiring Director (other than with effect from a time later than the conclusion of the meeting) or a resolution for his reappointment is put to the meeting and lost (in either which case the retirement shall take effect from the passing of the relevant resolution). Accordingly, a retiring Director who is re-appointed will continue in office without a break.

90. **NOMINATION OF DIRECTORS FOR APPOINTMENT**

90.1 No person, other than a Director retiring at the meeting, shall be eligible for appointment or re-appointment as a Director at any general meeting unless:

90.1.1 he is recommended by the Directors; or

90.1.2 if the resolution to propose the person for appointment or re-appointment as a Director has been requisitioned by members in accordance with the Statutes, the requisition is accompanied by notice in writing containing all details in relation to the nominee which would be required (in the reasonable opinion of the nominee) to be disclosed pursuant to Article 90.2 and to be included in the Company's register of Directors and, where appropriate, its register of Directors' residential addresses, were the nominee a Director, signed by some member (other than the nominee) duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for appointment, together with notice signed by the person to be proposed of his willingness to be appointed or re-appointed.

90.2 The names of the persons submitted for appointment or re-appointment shall be accompanied by sufficient biographical details and other relevant information to enable shareholders to make an informed decision on the appointment or re-appointment of such persons.

91. **APPOINTMENT OF DIRECTORS**

The Company may by ordinary resolution appoint any person who is willing to act and is permitted by law to do so to be a Director. Without prejudice thereto, the Directors shall have power at any time so to do, but so that the total number of Directors shall not thereby exceed any maximum number fixed by or in accordance with these Articles. Any person so appointed by the Directors shall hold office only until the conclusion of business at the next annual general meeting.

MEETINGS AND PROCEEDINGS OF DIRECTORS

92. CONVENING DIRECTORS' MEETINGS

Subject to these Articles, the Directors may meet together and regulate their proceedings as they think fit. At any time any Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors by giving notice (which need not be in writing) to each Director of the proposed date and time of the meeting and where it is to take place. A Director may waive his entitlement to notice of any meeting either prospectively or retrospectively.

93. QUORUM

The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number shall be two. A duly convened meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. Any Director ceasing to be a Director at a meeting of the Directors may continue to act as a Director and be present at the meeting and be counted in the quorum unless and until a Director objects.

94. AUTHORITY TO VOTE

A Director who is unable to attend any meeting of the Directors and who has not appointed an alternate Director may authorise any other Director to vote on his behalf at that meeting; and in that event the Director so authorised shall have a vote for each Director by whom he is so authorised in addition to his own vote, provided that he shall only be counted once in the quorum at the meeting. Any such authority must be in writing and be produced at the meeting at which it is to be used and be left with the Secretary for retention.

95. VIDEO CONFERENCE AND TELEPHONE MEETINGS

Any Director (or his alternate Director) may participate in a meeting of the Directors or a committee of the Directors by means of video conference, conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other and such meeting shall be deemed to have occurred at the place, if any, where most of the Directors participating are present and otherwise where the chairman of the meeting is present. Participation in a meeting in such manner shall constitute presence in person at such meeting for the purposes of these Articles. The word "**meeting**" when referring to a meeting of the Directors, or a committee of the Directors, in these Articles shall be construed accordingly.

96. **VOTING AT MEETINGS OF THE DIRECTORS**

Questions arising at any meeting of the Directors shall be determined by a majority of votes and, subject to these Articles, each Director present shall have one vote. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

97. **RESTRICTIONS ON VOTING**

97.1 Except as provided in these Articles, a Director shall not vote (or, if he does vote, his vote shall not be counted) on any resolution of the Directors in respect of any contract, arrangement, transaction or any other kind of proposal in which he has a direct or indirect interest unless:

97.1.1 his interest cannot reasonably be regarded as likely to give rise to a conflict of interests;
or

97.1.2 the resolution relates to one of the permitted matters listed in Article 97.3 and he has no other interest beyond that indicated in that Article.

97.2 A Director shall not be counted as part of the quorum at a meeting in relation to any resolution on which he is not entitled to vote.

97.3 The following are permitted matters for the purposes of Article 97.1.2:

97.3.1 any contract, arrangement, transaction or other proposal concerning an offer of shares, debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase, in which offer he is, or may be, entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;

97.3.2 any contract, arrangement, transaction or other proposal to which the Company is or is to be a party concerning any other body corporate in which he does not, to his knowledge, directly or indirectly, hold an interest in shares (as that term is defined in sections 820 to 825 of the Act) representing one per cent. or more of either any class of the equity share capital (excluding, for the avoidance of doubt, any shares of that class held as treasury shares), or the voting rights (excluding, for the avoidance of doubt, any voting rights attached to shares held as treasury shares), in such body corporate;

97.3.3 any contract, arrangement, transaction or other proposal concerning in any way a pension, retirement, superannuation, death and/or disability benefits scheme or fund or employees' share scheme under which he may benefit and which either:

- (a) has been approved, or is conditional on approval, by the board of HM Revenue and Customs for taxation purposes; or
- (b) relates both to employees and Directors of the Company (or any associated company) and does not award him any privilege or benefit not generally awarded to the employees to whom such scheme or fund relates; and

97.3.4 any contract or other proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors or for persons including Directors.

97.4 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of, or termination of, appointment) of two or more Directors to offices or other positions with the Company or any associated company, the proposals may be divided and considered in relation to each Director separately. In any such case, each of the Directors concerned (if not barred from voting under Article 97.3.2) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

97.5 If a question arises at any time as to whether a Director's interest can reasonably be regarded as likely to give rise to a conflict of interests or as to his entitlement to vote or 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 and his ruling in relation to any Director other than himself shall be conclusive and binding on all concerned, except in a case where the nature or extent of the interest of such Director has not been fairly disclosed.

97.6 If a question arises at any time as to whether the interest of the chairman of the meeting can reasonably be regarded as likely to give rise to a conflict of interests or as to the entitlement of the chairman to vote or 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) whose majority vote shall be conclusive and binding on all concerned, except in a case where the nature or the extent of the interest of such chairman has not been fairly disclosed.

97.7 Subject to the Statutes, the Market Rules and the requirements of the UK Listing Authority, the Company may by ordinary resolution suspend or relax the provisions of this Article 97 (either generally or to a specific extent) or ratify any transaction not duly authorised by reason of a contravention of this Article.

97.8 For the purposes of this Article 97:

97.8.1 in relation to an alternate Director, the interest of his appointor is treated as the interest of the alternate Director in addition to an interest which the alternate Director otherwise has, but this does not preclude the alternate Director from voting on behalf of another appointor who does not have such an interest;

97.8.2 interests arising solely by virtue of interests in shares, debentures or other securities of, or otherwise in or through, the Company are disregarded; and

97.8.3 a conflict of interests includes a conflict of interest and duty and a conflict of duties.

97.9 This Article 97 applies to an alternate Director as if he were a Director otherwise appointed.

98. **NUMBER OF DIRECTORS BELOW MINIMUM**

The continuing Directors or a sole continuing Director may act notwithstanding any vacancies but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with Article 77, the continuing Directors or Director may act only for the purpose of appointing Directors or of calling a general meeting to do so. Any additional Director so appointed by the Directors or Director shall hold office until the conclusion of business at the following annual general meeting of the Company.

99. **CHAIRMAN**

99.1 The Directors may appoint from their number a chairman and a deputy chairman (or two or more deputy chairmen) and may at any time remove any of them from such office. Any chairman or deputy chairman so appointed without any fixed period of office shall, if he be re-appointed as a Director following retirement at any annual general meeting, continue as chairman or deputy chairman (as the case may be) unless the Directors otherwise determine.

99.2 A chairman or deputy chairman may hold executive office or employment with the Company.

99.3 If, at any meeting of the Directors, the chairman is present and willing to act, he shall chair the meeting. If the chairman is absent or unwilling to act, any deputy chairman present and willing to act shall chair the meeting.

99.4 If no chairman or deputy chairman has been appointed or if, at any meeting of the Directors, no chairman or deputy chairman is present and willing to act within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to chair the meeting.

- 99.5 If, at any meeting of the Directors or general meeting, the chairman is absent or unwilling to act, and there is more than one deputy chairman present and willing to act, the Directors present shall resolve which one should preside at that meeting, failing which the deputy chairman who was appointed first to that post shall preside. If two deputy chairmen were appointed to that post at the same time, the Directors present shall resolve which of them shall preside and, in the event of an equality of votes, lots shall be cast to decide which of them shall preside.

100. WRITTEN RESOLUTIONS

- 100.1 A resolution in writing signed by such number of the Directors (or, in the case of a committee, such number of the members of such committee) as are for the time being entitled to receive notice of a meeting of Directors or a meeting of that committee and comprise together in number not less than a quorum for a meeting of the Directors or that committee, shall be as effective as a resolution duly passed at a meeting of the Directors (or of such committee) duly convened and held and may consist of two or more documents in like form, each signed by one or more Directors or members of the committee concerned. A resolution in writing signed by an alternate Director in the absence of his appointor need not be signed by his appointor and a resolution in writing signed by the appointor need not be signed by the alternate Director in that capacity.
- 100.2 The Company shall keep a record of all effective resolutions in writing of the Directors for at least ten years from the date on which they become effective.

COMMITTEES OF THE DIRECTORS

101. APPOINTMENT AND CONSTITUTION OF COMMITTEES

Subject to these Articles, the Directors may, as they think fit, delegate any of their powers, authorities and/or discretions (including any power, authority and/or discretion relating to the remuneration of Directors) to any committee consisting of two or more Directors and, if thought fit, one or more other persons on such terms as they think fit. Any committee appointed under this Article shall, when exercising any powers, authorities and/or discretions delegated to it, abide by any regulations imposed by the Directors which may then subsist. Any such regulations may also provide for or permit the sub-delegation of powers, authorities and/or discretions by the committee. If any power, authority and/or discretion of the Directors referred to in these Articles has been delegated to a committee (or by a committee to a sub-delegate) under this Article 101, any reference in these Articles to the exercise by the Directors of that power, authority and/or discretion shall be interpreted accordingly as if it were a reference to the exercise of the same by that committee (or sub-delegate). For the avoidance of doubt, the delegation by the Directors (or by the committee) shall be construed as having been permitted. The Directors may, if they think fit, provide in such regulations that the Directors may by themselves, either directly or not,

exercise such powers, authorities and/or discretions as the delegate under this Article 101 concurrently with such delegation remaining in force. The Directors may at any time revoke the delegation of its powers, authorities and/or discretions and discharge any committee or otherwise alter the terms of the delegation.

102. PROCEEDINGS OF COMMITTEE MEETINGS

The meetings and proceedings of any committee appointed pursuant to Article 101 shall be governed mutatis mutandis by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as they are capable of applying and are not superseded by any regulations made by the Directors under Article 101. It is not necessary for a Director who is not a member of a committee to be given notice of any meeting of the committee.

POWERS OF DIRECTORS

103. GENERAL POWERS

The business and affairs of the Company shall be managed by the Directors who, in addition to the powers and authorities expressly conferred on them by these Articles or otherwise, may exercise all the powers of the Company, subject to the Statutes, these Articles and any directions given by the members by special resolution; provided that the general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article and no amendment of these Articles and no special resolution shall invalidate any prior act of the Directors which would have been valid if such amendment had not been made or such special resolution had not been passed.

104. LOCAL MANAGEMENT

The Directors may establish any local or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of any such boards or agencies, or any managers or agents, and may determine their remuneration. The Directors may also delegate to any local or divisional board, agency, manager or agent any of the powers, authorities and/or discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any local or divisional board, or any of them to fill any vacancies on such board, and to act despite any vacancy. Any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit. The Directors may remove any persons so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected by the same. Subject to the terms of establishment of, or delegation to,

a local or divisional board, all the provisions of these Articles relating to proceedings of the Directors shall, with such changes as are necessary and applicable, apply to any such board.

105. APPOINTMENT OF ATTORNEY

The Directors may by power of attorney or otherwise appoint any body corporate, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys or agents of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit. Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney or agent as the Directors may think fit, and may also authorise any such attorney or agent to sub-delegate all or any of the powers, authorities and/or discretions vested in him or it. The Directors may at any time revoke or alter the terms of any such appointment or delegation. The Directors may, if they think fit, provide that the Directors may either exercise or not exercise such powers, authorities and/or discretions as it delegates under this Article 105 concurrently with such delegation remaining in force.

106. PROVISION FOR EMPLOYEES

106.1 The Directors may give or award pensions, annuities, gratuities, superannuation, allowances and bonuses or any share or interest in the profits of the Company's business or any part thereof to any persons who are or have at any time been in the employment or service of the Company or any associated company, or who are or have at any time been Directors or officers of the Company or any associated company, and who hold or held salaried employment in the Company or any associated company, and to the dependants of such persons; and may (whether or not in conjunction with one or more associated companies) establish, support and maintain funds or schemes (whether contributory or non-contributory) for providing pensions, sickness or compassionate allowances, life assurance or other benefits for such persons or dependants as aforesaid or any of them or any class of them; and may establish and support or aid in the establishment and support of any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether or not such societies be solely in connection with the trade carried on by the Company or any associated company, and any club or other establishment calculated directly or indirectly to advance the interests of the Company or its members or any associated company or of such persons as aforesaid; and may subscribe or guarantee money for any exhibition or for any public, general or useful object.

106.2 The Directors may pay, enter into agreements to pay or make grants (revocable or irrevocable and either subject or not subject to any terms or conditions) of pensions or other benefits to

employees and ex-employees and their dependants (as such persons are described in Article 106.1), or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in Article 106.1. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of, or on or at any time after, his actual retirement.

- 106.3 The Directors may exercise the powers conferred on the Company by the Statutes to make provision for the benefit of a person employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation, or the transfer to any person, of the whole or part of the undertaking of the Company or the subsidiary.

107. **BORROWING POWERS**

107.1 **General power to borrow**

Subject as provided in Article 107.2, the Directors may exercise all the powers of the Company to borrow money and to mortgage, pledge, charge or grant any security over all or any part of its undertaking, property and assets (present and future) and uncalled capital and, subject to the Statutes, to issue debentures, debenture stock and other securities whether terminable, redeemable or perpetual and whether outright or as collateral security for any guarantee, debt, liability or obligation of the Company or of any other third party.

107.2 **Definitions for and interpretation of Article 107**

For the purposes of this Article 107.2 :-

“Adjusted Capital and Reserves” shall be interpreted in accordance with Article 107.4;

“debenture” and **“equity share capital”** have the same meanings as in section 738 and 548 of the Act;

“Group” means the Company and its subsidiary undertakings for the time being and “member of the Group” shall be construed accordingly;

“Latest Accounts” means in the case where:-

- (i) the Company has no subsidiary undertakings, the latest published audited balance sheet of the Company; or

- (ii) the Company has subsidiary undertakings but there is no audited consolidated balance sheet of the Group, the respective latest published audited balance sheets of the undertakings comprising the Group; or
- (iii) the Company has subsidiary undertakings some only of whose audited balance sheets are consolidated in the latest published audited balance sheet of the Group, the latest published audited consolidated balance sheet of the Group together with the latest published audited balance sheets of those subsidiary undertakings whose audited balance sheets are not included in the audited consolidated balance sheet of the Group; or
- (iv) the Company has subsidiary undertakings all of whose audited balance sheets are consolidated in the latest published audited consolidated balance sheet of the Group, the latest published audited consolidated balance sheet of the Group;

"moneys borrowed" shall be interpreted in accordance with Article 107.5;

"outside interests" means the proportion of the nominal amount of the issued equity share capital of a partly owned subsidiary undertaking which is not attributable, directly or indirectly, to the Company; and

"subsidiary undertaking" shall be construed as a subsidiary undertaking of the Company and **"subsidiary undertakings"** shall be construed accordingly.

107.3 **Maximum limit on borrowings**

The Directors shall restrict the moneys borrowed by the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate principal amount (including any fixed or minimum premium payable on final redemption or repayment (or, in the case of an index-linked stock or other index-linked obligation, the highest amount that would be repayable thereon under the provisions of the instrument constituting or regulating such stock or obligation if such stock or obligation were to be redeemed on the date on which the calculation falls to be made)) outstanding in respect of all moneys borrowed (whether secured or not) by the Group (exclusive of moneys borrowed) by any member of the Group from any other member of the Group, subject to Article 107.5), subject as hereinafter provided, shall not without the previous sanction of an ordinary resolution of the Company exceed at the time of borrowing an amount equal to two-thirds of the Adjusted Capital and Reserves.

107.4 **Adjusted Capital and Reserves**

For the purposes of this Article 107, the expression "Adjusted Capital and Reserves" shall mean at the relevant time the aggregate of:-

- (i) the amount for the time being paid up or credited as paid up on the issued share capital of the Company; and
- (ii) the total of the amounts standing to the credit of the capital and revenue reserves of the Group (including any share premium account, capital reserve, capital redemption reserve, revaluation or other reserve and the revenue account);

all based on the Latest Accounts after:-

- (1) deducting any debit balance on the revenue account or any other reserve;
- (2) making such adjustment as may be appropriate to reflect any variations since the date of the Latest Accounts in such share capital and/or reserves (other than the revenue account);
- (3) excluding any sums attributable to outside interests in any subsidiary undertakings and making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its subsidiary undertakings since the date of the Latest Accounts;
- (4) deducting the gross amount of any distributions declared, recommended or made by a member of the Group (other than attributable directly or indirectly to the Company) out of profits earned up to and including the date of the Latest Accounts to the extent that any such distributions are not provided for therein; and
- (5) excluding any sums set aside for future taxation (other than deferred taxation) less any sum properly added back in respect thereof.

107.5 **Moneys borrowed**

107.5.1 For the purposes of this Article 107, "moneys borrowed" shall be deemed to include (but shall not be restricted to) the following, except in so far as otherwise taken into account:-

- (i) the principal amount for the time being outstanding and owing by a member of the Group in respect of any loan capital or debenture, whether issued, in whole or in part, for cash or otherwise;

- (ii) the nominal amount of any issued share capital and the principal amount of any borrowings of any person the redemption or repayment of which is guaranteed or is wholly or (to the extent that the same is partly secured) partly secured by a member of the Group (but excluding any such share capital which is for the time being beneficially owned by, and (as determined in accordance with Article 107.5.7 below) any such borrowings which are for the time being owed to, a member of the Group); and
- (iii) any fixed or minimum premium payable on final redemption or repayment of any loan capital, debentures, share capital or other moneys borrowed (or, in the case of an index-linked stock or other index-linked obligation, the highest amount that would be repayable thereon under the provisions of the instrument constituting or regulating such stock or obligation if such stock or obligation was to be redeemed on the date on which the calculation falls to be made).

107.5.2 For the purposes of this Article 107 "moneys borrowed" shall be deemed not to include amounts borrowed (including any fixed or minimum premium payable on repayment (or, in the case of an index-linked stock or other index-linked obligation, the highest amount that would be repayable thereon under the provisions of the instrument constituting or regulating such stock or obligation if such stock or obligation were to be redeemed on the date on which the calculation falls to be made)) for the purpose of repaying (and intended to be so applied within six months of being first borrowed) the whole or any part of other moneys borrowed for the time being outstanding pending their application for such purpose within such period.

107.5.3 For the purposes of this Article 107:

- (i) moneys borrowed by a partly owned subsidiary undertaking and not owing to another member of the Group shall (notwithstanding Article 107.5.1 above) be taken into account subject to the exclusion of a proportion of such moneys borrowed attributable to outside interests;
- (ii) moneys borrowed from and owing to a partly owned subsidiary undertaking by another member of the Group shall, subject to Article 107.5.1 above and subparagraph (iii) below, be taken into account to the extent of the proportion of such moneys borrowed attributable to the outside interests in such partly owned subsidiary undertaking; and
- (iii) in the case of moneys borrowed from and owing to a partly owned subsidiary undertaking by another partly owned subsidiary undertaking, the amount which

would otherwise be taken into account under sub-paragraph (ii) above shall be reduced to the extent of the proportion of such amount which is attributable to the outside interests in the borrowing subsidiary undertaking.

- (iv) For the avoidance of doubt, no money shall be taken into account more than once in any calculation of moneys borrowed.

107.6 Conversion into sterling

For the purpose of calculating the aggregate amount of all moneys borrowed, any amount expressed in a currently other than sterling shall be translated into sterling at the latest established rate of exchange ruling in London prior to the date on which the calculation falls to be made (and so that for that purpose the rate of exchange shall be taken as the spot rate of any bank in London approved by the Directors at 11.00 am, London time, on the date on which such latest rate of exchange can be established) and, for the purpose of calculating the Adjusted Capital and Reserves, any amount so expressed in a currency other than sterling shall be translated into sterling at the rate of exchange used for the purposes of the Latest Accounts.

107.7 Validity of borrowing arrangements

No person dealing with the Company or any of its subsidiaries in good faith shall, by reason of the foregoing provisions, be concerned to see or inquire whether the limits imposed by this Article 107 are observed, and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or the security was given, express notice that the said limit had been or would thereby be exceeded.

107.8 Certification by auditors

A certificate or report by the auditors as to the amount of Adjusted Capital and Reserves or as to the amount of moneys borrowed or to the effect that the limit imposed by this Article 107 has or has not been or will or will not be exceeded at any particular time or times shall be conclusive evidence of the amount or of that fact.

SEALS

108. SEALS

- 108.1 The Directors are responsible for arranging for every seal and securities seal (if any) to be kept in safe custody.

- 108.2 The Directors may decide by what means and in what form any seal and securities seal is to be used.
- 108.3 Any seal shall be used only by the authority of the Directors or of a committee authorised by the Directors in that behalf.
- 108.4 The Directors may determine who shall sign any instrument to which the seal (if any) may be affixed and unless otherwise so determined it shall be signed autographically by a Director or the Secretary or by any person authorised by the Directors for that purpose, save that the provisions of Article 16 shall apply as regards any certificates for shares or debentures or other securities of the Company.
- 108.5 The securities seal (if any) shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued and shall only be affixed to securities by the Secretary or a person authorised to do so by the Secretary.
- 108.6 The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

RESERVES

109. SUMS CARRIED TO RESERVES

The Directors may, before recommending any dividend, from time to time set aside out of the profits of the Company and carry to reserves such sums as they think proper which shall, at the discretion of the Directors, be applicable 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 Directors think fit. The Directors may divide the reserves into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserves may have been divided. The Directors may also without placing the same to reserves, carry forward any profits in carrying the funds to reserves and in applying the same the Directors shall comply with the provisions of the Statutes.

110. CAPITAL RESERVE

The Directors shall establish a reserve to be called the "capital reserve" and shall either carry to the credit of such reserve from time to time all capital profits or appreciations arising on the sale, transposition, payment of or revaluation of any investment or other capital asset of the Company in excess of the book value thereof or apply the same in providing for depreciation or

contingencies. For the avoidance of doubt, accrued but unpaid interest or any sum received in respect of accrued but unpaid interest shall not be treated as capital profits or appreciations arising on the sale, transposition, payment of or revaluation of any investment or other capital asset. Any losses realised on the sale, transposition, payment of or revaluation of any investment or other capital asset and any other expense, loss or liability (or provision therefore) considered by the Directors to be of a capital nature may be carried to the debit of the capital reserve. Any increase or diminution in the amount of any index-linked stock or other index-linked obligation of the Company may be carried to the debit or credit of the capital reserve, except so far as the Directors decide to make good the same out of or credit the same to other funds or reserves of the Company. Any determination of the Directors that any amount received or receivable by the Company or any expenses, loss or liability incurred by or on behalf of the Company is to be dealt with as income or capital or partly one way or partly the other shall be conclusive. Subject to the Statutes and without prejudice to the foregoing generality, the Directors may also debit the capital reserve with the whole or such part of (i) any management fees incurred by the Company and (ii) any finance costs (including, without limitation, any interest payable by the Company in respect of any borrowings of the Company) as may be deemed appropriate by the Directors. All sums carried and standing to the credit of the capital reserve may be applied for any of the purposes to which sums standing to any reserve under the provisions of Article 109 are applicable.

111. PROFITS FROM ACQUIRED BUSINESS

Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date, the profits and losses thereof as from such date may, at the discretion of the Directors, in whole or in part be carried to revenue account and treated for all purposes as profit or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may, at the discretion of the Directors, be treated as revenue, and it shall not be obligatory to capitalise the same (or any part thereof).

DIVIDENDS

112. FINAL DIVIDENDS

Subject to the Statutes and these Articles, the Company may, by ordinary resolution, declare dividends but (without prejudice to the powers of the Company to pay interest on share capital as hereinbefore provided) no such dividend shall exceed the amount recommended by the Directors. Subject to any priority, preference or special rights as to dividends attached by or in accordance with these Articles to any class of shares, all dividends shall (as regards any shares not fully paid

throughout the period in respect of which the dividend is paid) be apportioned and paid *pro rata* according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly. For the purposes of this Article, no amount paid on a share in advance of calls shall be treated as paid on the Share.

113. INTERIM AND PREFERENTIAL DIVIDENDS

Subject to the Statutes and Article 112, if and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may:

- 113.1 declare and/or pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable half yearly or on fixed dates on the dates prescribed for the payment thereof;
- 113.2 provide, in such manner and on such terms as they may think fit, for the payment of any dividends (whether fixed or calculated by reference to or in accordance with the specified procedure or mechanism) on any class of shares carrying rights to such dividend on the dates prescribed for payment of the same (whether such dates are fixed or to be determined in accordance with the specified procedure or mechanism); and
- 113.3 from time to time pay interim dividends on the shares of any class of such amounts, on such dates and in respect of such periods; as they may think fit, provided that, if shares of a class carry a right to a preferential dividend and such dividend is in arrears, no interim dividend shall be paid on any shares having deferred or non preferred rights unless and until such preferential dividend is no longer in arrears.

If the Directors act in good faith, they shall not incur any liability to the holders of any shares for any loss they may suffer by the lawful payment of any such fixed or interim dividend.

114. NO DIVIDEND EXCEPT OUT OF PROFITS

No dividend or interim dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes. The declaration of the Directors as to the amount of the profits of the Company available for payment of dividends shall be conclusive.

115. RANKING OF SHARES FOR DIVIDEND

Except as otherwise provided by the rights attached to any shares or the terms of issue thereof, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid in proportion to the amounts paid on the shares during

any part or parts of the period in respect of which the dividend is paid. For the purposes of this Article 115 no amount paid on a share in advance of calls shall be treated as paid on the share.

116. NO INTEREST ON DIVIDENDS

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

117. RETENTION OF DIVIDENDS

117.1 The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the moneys payable to the Company in respect of that share.

117.2 The Directors may retain any dividend payable on a share in respect of which any person is, under the provisions of these Articles dealing with the transmission of shares, entitled to become a member or which any person is under those provisions entitled to transfer until such person shall become a member in respect of such shares or shall transfer the same.

118. WAIVER OF DIVIDENDS

The waiver in whole or in part of any dividend on any share by any document shall be effective only if such document is signed, by the shareholder (or the person entitled to the share by transmission) and delivered to the Company and if, or to the extent that, the same is accepted as such or acted upon by the Company.

119. CURRENCY AND PAYMENT OF DIVIDENDS

119.1 Any dividend or any other moneys payable on or in respect of shares may be paid by one or more of the following methods to be determined from time to time by the Directors as they see fit:

119.1.1 in cash; or

119.1.2 by cheque (made payable to or to the order of the person entitled to the payment and which may, at the Company's option, be crossed "account payee" where appropriate), warrant or other financial instrument; or

119.1.3 by a bank or other funds transfer system to an account designated in writing by the person entitled to the payment; or

119.1.4 by means of the relevant system in respect of an uncertificated share if the Directors decide and the person entitled to payment has in writing authorised the payment to be made by means of that system; or

119.1.5 by such other method as the person entitled to the payment may agree in writing.

119.2 The Company may send a cheque, warrant or other financial instrument for amounts payable in respect of a share by post to the registered address of the member or person entitled to the same by transmission (or, if two or more persons are registered as joint holders of the share or are entitled to the same by transmission, to any one of such persons) or to such person and/or such address as such member or person(s) may in writing direct. Payment of the cheque, warrant or other financial instrument by the banker on whom it is drawn shall be a good discharge to the Company. Every such cheque, warrant or other financial instrument shall be sent at the risk of the person(s) entitled to the money represented by the same. Payment by bank or other funds transfer, by means of a relevant system or by another method at the direction of the person(s) entitled to payment shall be a good discharge to the Company and the Company shall have no responsibility for any amounts lost or delayed in the course of making that payment. If any such cheque, warrant or other financial instrument has been, or shall be alleged to have been, lost, stolen or destroyed, the Directors may, at the request of the person(s) entitled to it, issue a replacement cheque, warrant or other financial instrument or other form of payment, subject to compliance with such conditions as to evidence and indemnity and the payment of such out-of-pocket expenses incurred by the Company in connection with the request as the Directors may think fit. Notwithstanding any other provision of these Articles relating to payments in respect of shares, where:

119.2.1 the Directors determine to make payments in respect of uncertificated shares through the relevant system, they may also determine to enable any holder of uncertificated shares to elect not to receive dividends through the relevant system and, in such event, establish procedures to enable such holder to make, vary or revoke any such election; and

119.2.2 the Company receives an authority in respect of such payments in respect of shares in a form satisfactory to it from a holder of any shares (whether such authority is given in writing or by means of the relevant system or otherwise), the Company may make, or procure the making of, such payments in accordance with such authority and any payment made in accordance with such authority shall constitute a good discharge therefor.

119.3 Subject to these Articles, and to the rights attaching to or the terms of issue of any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Directors may determine.

- 119.4 If any dividend or other moneys payable on or in respect of a share are to be paid in a currency other than sterling, the Directors may make such provisions as they think fit to enable such payment to be made, including making arrangements to enable payment to be made in the relevant currency for value on the date due for payment or on such later date as the Directors may decide.
- 119.5 Where a dividend or other moneys payable on or in respect of a share are to be paid in a currency other than sterling, the rate of exchange to be used to calculate the relevant amount of foreign currency shall be such market rate selected by the Directors as they shall consider appropriate, ruling at any time between the close of business on the business day immediately preceding the day on which the Directors publicly announce their intention to pay or recommend (as the case may be) the relevant dividend and the close of business on the day on which that dividend is paid.

120. JOINT HOLDERS AND PERSONS ENTITLED BY TRANSMISSION

If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise through the operation of law, any one of them may give a good receipt for any dividend or other moneys payable or property distributable on or in respect of the share. The Company may rely in relation to the share on the written direction or designation in relation to Articles 117, 118 and 119 of any one joint holder of the share or any one person entitled by transmission to the share.

121. UNCLAIMED AND UNCASHED DIVIDENDS

- 121.1 Any unclaimed dividend, interest or other moneys payable on or in respect of a share may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account for the Company's own account shall not constitute the Company a trustee in respect thereof. Any dividend which has remained unclaimed for a period of 12 years from the due date for payment of such dividend shall be forfeited and shall revert to the Company.
- 121.2 If, in respect of any dividend or other moneys payable on or in respect of a share, on any one occasion:
- 121.2.1 a cheque, warrant or other financial instrument is returned undelivered or left uncashed;
or
- 121.2.2 a transfer made by a bank or other funds transfer system is not accepted,

and reasonable enquiries have still to establish another address or account of the person entitled to the payment, the Company shall not be obliged to send or transfer a dividend or other moneys payable on or in respect of that share to that person until he notifies the Company of an address or account to be used for that purpose. If the cheque, warrant or other financial instrument is returned undelivered or left uncashed or the transfer is not accepted on two consecutive occasions, the Company may exercise its power without making any such enquiries. Subject to these Articles, the Company shall recommence sending cheques, warrants or other financial instruments in respect of the dividends or other moneys payable in respect of those shares if the holder or person entitled by transmission claims the arrears of any dividend or other moneys payable and does not instruct the Company to pay future dividends or other moneys payable in some other way.

122. DISTRIBUTION IN SPECIE

Subject to the terms of issue of the shares in question, the Company may, on the recommendation of the Directors, by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and, in particular, of paid up shares or debentures of any other body corporate), or partly in one way and partly in another or others, and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may:

- 122.1 make such provisions as they think fit for dealing with fractional entitlements which may or would arise (including provisions under which fractional entitlements are ignored or the benefit of the same belongs to the Company rather than the relevant members or the issue of fractional certificates);
- 122.2 fix the value for distribution of such specific assets or any part thereof;
- 122.3 determine that cash payments shall be made to any members on the basis of the value so fixed in order to adjust the rights of all parties entitled to participate in the dividend; and
- 122.4 vest any such specific assets in trustees.

SCRIP DIVIDENDS

123. SCRIP DIVIDENDS

- 123.1 The Directors may, if authorised by an ordinary resolution of the Company, offer any holders of shares of a particular class the right to elect to receive further shares (whether or not of that class), credited as fully paid (each an “**additional share**”), instead of cash in respect of all (or some part) of any dividend or dividends proposed to be paid or declared at any time during a

specified period (such period not expiring later than the beginning of the fifth annual general meeting following the date on which the resolution is passed) on such terms and conditions as may be specified in such ordinary resolution or otherwise decided on by the Directors (subject always to the provisions of this Article 123).

- 123.2 The Directors may in their absolute discretion amend, suspend or withdraw (whether temporarily or otherwise) any offer previously made to shareholders to elect to receive additional shares at any time prior to the allotment and/or transfer (as the case may be) of the additional shares and may do such acts and things considered necessary or expedient with regard to, or in order to effect, any such amendment, suspension or withdrawal.
- 123.3 When a right to elect is to be offered to holders of shares of a particular class pursuant to this Article, the Directors shall notify such holders of that right and shall make available or provide to such holders forms of election (in such form as the Directors may approve) in order to exercise such right. Such forms may also provide for the right to elect to receive additional shares instead of cash in respect of future dividends not yet declared or resolved on (and accordingly in respect of which the basis of allotment has not yet been decided on) as well as in respect of the relevant dividend. The Directors shall also specify the procedures to be followed in order to exercise any such right or rights of election and, where applicable, to vary or revoke any such right or rights.
- 123.4 The basis of allotment and/or transfer (as the case may be) shall be determined by the Directors so that each holder of shares of a particular class who elects to receive additional shares shall be entitled to receive such number of additional shares, calculated at the relevant price for each such share, as is nearly as possible equal to (but not in excess of) the cash amount of the relevant dividend which such holder would otherwise have received. For the purposes of this Article 123, the “**relevant price**” of an additional-share shall be such price as is determined by the Directors, that as nearly as may be considered convenient, the value calculated by reference to the average quotation of the additional shares (including any fractional entitlement) to be allotted in lieu of any amount of dividend shall equal such amount. For such purpose the “average quotation” of a share shall be the average of the middle market quotations of shares of the same class on the London Stock Exchange, as derived from the Daily Official List of the London Stock Exchange, on each of the first five consecutive business days on which such shares are quoted ~~ex~~ the relevant dividend. A certificate or report by the Auditors as to the amount of the average quotation in respect of any dividend shall be conclusive evidence of that amount. No member may receive a fraction of a share.
- 123.5 The cash amount of a dividend (or part of the dividend) on shares in respect of which an election to receive additional shares has been made shall not be payable and in lieu additional shares shall be allotted and/or transferred (as the case may be) to the relevant holders on the basis of

allotment and/or transfer determined under Article 124.4. For the purpose of any such allotment, the Directors may (without limiting or restricting in any way their powers under this Article 123) capitalise out of such of the sums for the time being standing to the credit of any of the Company's reserve accounts (including any share premium account or capital redemption reserve) or profit and loss account as the Directors may determine a sum equal to the aggregate nominal amount of the additional shares to be allotted, and shall apply the same in paying up in full the appropriate number of unissued shares for allotment and distribution credited as fully paid to the relevant holders of shares. The Directors may authorise any person to enter into, on behalf of all the members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

- 123.6 Article 124 shall apply (with appropriate modifications) to any capitalisation made pursuant to this Article 123.
- 123.7 Any additional shares allotted in terms of this Article 123 shall rank equally in all respects with the fully paid shares of that class then in issue (other than any shares continuing to be held as treasury shares by the Company) save only as regards participation in the relevant dividend (or share election in lieu).
- 123.8 The Directors shall not proceed with any election unless the Company has sufficient unissued authorised share capital for issue and, in such case, sufficient reserves or funds that may be capitalised to give effect to the election after the basis of allotment and/or transfer (as the case may be) has been determined.
- 123.9 The Directors may on any occasion determine that rights of election shall be subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to any legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory. In any such case, the preceding provisions of this Article 123 shall be construed accordingly.
- 123.10 A resolution to be proposed at an annual general meeting that a dividend be declared at that meeting shall be deemed to take effect at the end of the meeting if at the meeting a resolution under Article 123.1 is also to be proposed.
- 123.11 Notwithstanding the foregoing, the Directors may at any time prior to the payment of the relevant dividend determine, if it appears to them desirable to do so because of a change in circumstances, that the dividend shall be payable wholly in cash after all and if they so determine then all elections made shall be disregarded. The dividend shall be payable wholly in cash if the ordinary share capital of the Company ceases to be used on the Official List of the London Stock

Exchange at any time prior to the due date of issue of additional shares or if the listing is suspended and not reinstated by the date immediately preceding the due date of such issue.

CAPITALISATION OF PROFITS AND RESERVES

124. CAPITALISATION OF PROFITS AND RESERVES

124.1 Subject to the Statutes, the Directors may, with the authority of an ordinary resolution of the Company:

124.1.1 resolve to capitalise any undistributed profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve (including a share premium account capital redemption reserve and profit and loss account);

124.1.2 appropriate the sum resolved to be capitalised to the members in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve and any parts which are not available for distribution may, for the purposes of this Article 124, only be applied in paying up unissued shares to be allotted to members credited as fully paid.

ACCOUNTS

125. SUMMARY FINANCIAL STATEMENTS

Subject to the Statutes, the Market Rules and the requirements of the UK Listing Authority and if the Directors so decide, the Company need not send copies of its full annual accounts and reports to those persons entitled to receive them, but may instead send such persons a summary financial statement derived from the Company's annual accounts and reports in such form and containing such information as may be required by the Statutes, the Market Rules and the UK Listing Authority and provided further that copies of the full annual accounts and reports shall be sent to any such person who in accordance with the Statutes wishes to receive them.

NOTICES, DOCUMENTS AND INFORMATION

126. NATURE OF NOTICE

Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of Directors) shall be in writing.

127. COMMUNICATION WITH MEMBERS

127.1 Subject to these Articles, the Statutes and the requirements of the UK Listing Authority, the Company may give any notice or send or supply any other document (including a share certificate) or information to any member:

127.1.1 by delivering it to him personally; or

127.1.2 by leaving it at, or sending it by post in a prepaid envelope addressed to such member at, his registered address or address for service in the United Kingdom; or

127.1.3 by sending it by electronic means to an address for the time being notified to the Company by the member (generally or specifically) for that purpose.

127.2 Subject to these Articles, the Statutes and the requirements of the UK Listing Authority, the Company may give any notice or send or supply any other document or information to any member by making it available on a website in accordance with the Statutes, where:

127.2.1 that member has agreed (generally or specifically) that the document or information may be sent or supplied to him in that manner or that member is deemed to have so agreed in accordance with the Statutes and in either case has not revoked that agreement;

127.2.2 that member is notified in accordance with Article 127.1 or Article 127.3 of:

(a) the fact that the document or information has been made available on the website;

(b) the address of the website; and

(c) the place on the website where the document or information may be accessed and how it may be accessed.

127.3 If at any time, by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable to give the notification required by Article 127.2.2 by post, such notification may be given (without prejudice to any other means of giving such notification)

by a notice advertised in at least one leading national daily newspaper. Such notification shall be deemed to have been received by all members entitled to receive the same at noon on the day when the advertisement appears or, if more than one advertisement is placed, at noon on the day when the last advertisement appears.

- 127.4 This Article 127 applies, subject to the Statutes and the requirements of the UK Listing Authority, in relation to any notice, document or information referred to in these Articles whether or not the Article(s) in question use the words “give”, “send” or “supply” or uses other words (such as “deliver” or “provide”) to refer to the sending or supplying of a document, notice or information.
- 127.5 A member whose registered address is not within the United Kingdom and who gives the Company a postal address in the United Kingdom as his address for the service of notices and other documents and information shall be entitled to have notices and other documents and information sent or supplied to him at that address (or, where Article 127.2.1 applies to that member, to have notification in accordance with Article 127.2.2 sent to him at that address). In the case of a member registered on an overseas branch register, any such notice, document or information may be sent either in the United Kingdom or in the territory in which such branch register is maintained. Otherwise, no such member shall be entitled to receive a notice or other document or information from the Company.
- 127.6 The Directors may determine not to give a notice or other document or information to a member whose registered address is not within the United Kingdom and who has not given the Company a postal address in the United Kingdom as his address for the service of notices and other documents and information, notwithstanding that such member has provided an address to which notices and other documents and information may be sent using electronic means, if the Directors, acting in good faith, deem it necessary or expedient so to do to avoid breach of or non-compliance with, or the risk of breach of or non-compliance with, the laws of any jurisdiction outside the United Kingdom or the requirements of any regulatory body or stock exchange in any such jurisdiction (such laws and requirements being, together, “**Local Securities Laws**”). The Directors are entitled to make such a determination without first taking legal or similar advice on whether, and to what extent, such Local Securities Laws would apply where, acting in good faith, they consider the costs or other disadvantages of so doing disproportionate to the benefits which would or might otherwise be derived from the obtaining of such advice. The Directors may, but shall not be required to, take steps to secure that any notice, other document or information complies with the Local Securities Laws of one or more jurisdictions outside the United Kingdom, but if they do so they shall not thereby be required to take steps to secure compliance with the Local Securities Laws of any other jurisdiction outside the United Kingdom.

127.7 Where a notice or other document or information is:

127.7.1 delivered to a member personally or left at his registered address or address for service in the United Kingdom, it shall be deemed to have been received on the day it was so delivered or left;

127.7.2 sent by post, it shall be deemed to have been received at the expiration of 24 hours (where first class post is used) or 48 hours where second class post is used) after the time when the envelope containing the same is posted and in proving such receipt, it shall be sufficient to prove that such envelope was properly addressed, prepaid and posted;

127.7.3 sent or supplied by electronic means, it shall be deemed to be received on the day that it was sent and in proving such receipt, it shall be sufficient to prove that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators;

127.7.4 made available on a website, it is deemed to have been received when it was first made available on the website, or, if later, on the date on which the notification pursuant to Article 127.2.2 is received or deemed to be received;

and in calculating when a notice or other document or information is deemed to be received, no account shall be taken of any part of a day that is not a working day.

127.8 A member present in person or by proxy at the meeting of the Company, or a meeting of the holders of a particular class of shares, is deemed to have received notice of the meeting and, where required, of the purposes for which it was called.

127.9 If the Company has attempted to send a notice or other document or information using electronic means to an address for the time being notified to the Company by a member for that purpose, but the Company is aware that there has been a failure of delivery of such document or information, the Company shall send a copy of the document or information by post to such member at his registered address or address for service in the United Kingdom.

127.10 If on two consecutive occasions over a period of at least 12 months notices or other documents have been sent by post to any member at his registered address or address for service in the United Kingdom but have been returned undelivered or the Company receives notification that they have not been delivered, such member shall not thereafter be entitled to receive notices or other documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or a new postal address within the

United Kingdom for the service of notices and other documents and information as the case may be, or an address to which notices and other documents and information may be sent to him using electronic means.

128. **JOINT HOLDERS**

128.1 Any notice, document or information given to that one of the joint holders of a share whose name stands first in the Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such. For such purpose, a joint holder whose registered address is not within the United Kingdom and who has not given the Company a postal address within the United Kingdom as his address for the service of notices and other documents and information, or an address to which notices and other documents and information may be sent to him using electronic means, shall be disregarded. The joint holder to whom, in accordance with this Article, notice may be given, such that the notice is sufficient notice to all of the joint holders in their capacity as such, shall be called the "**First Named Holder**".

128.2 In the case of joint holders of a share, the consent or deemed consent (generally or specifically) of the First Named Holder that any notice or other document or information may be sent by the Company to those joint holders in electronic form or by being made available on a website and/or the notification to the Company by such First Named Holder of an address for the purposes of receipt of any communications by electronic means, shall be effective consent and/or notification (as the case may be) of all joint holders of such share. The First Named Holder may also effectively revoke any such consent and/or notification of address.

129. **DECEASED AND BANKRUPT MEMBERS AND TRANSFEREES**

129.1 A person entitled to a share by transmission on supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and on supplying also a postal address in the United Kingdom for the service of notices and other documents and information or an address to which notices and other documents and information may be sent to him using electronic means, shall be entitled to have sent or supplied to him at such address any notice or other document or information to which the member, but for his death or bankruptcy, would have been entitled. Such sending or supply shall, for all purposes, be deemed to be sufficient sending or supply of such notice or other document or information on all persons interested (whether jointly with or claiming through or under him) in the share. Until such evidence and address have been supplied, any notice or other document or information may be sent or supplied in any manner in which it might have been sent or supplied if the death or bankruptcy or other event giving rise to the transmission had not occurred.

- 129.2 Every person who becomes entitled to a share by transmission, transfer or otherwise shall be bound by any notice in respect of that share (other than a notice served by the Company under section 793 of the Act) which, before his name is entered in the Register in respect of such share, has been duly served on or delivered to a person from whom he derives his title.

130. **COMMUNICATION WITH DIRECTORS**

Any notice or other document or information to be sent or supplied to a Director may be sent or supplied by the means which that Director has asked should be used for the time being.

RECORD DATES

131. **RECORD DATE FOR SERVICE OF NOTICES**

Subject to Article 50.3, any notice or other document may be served or delivered by the Company by reference to the Register as it stands at any time not more than 21 clear days before the date of service or delivery and no change in the Register after that time shall invalidate that service or delivery.

132. **RECORD DATE FOR ATTENDANCE AND VOTING AT MEETINGS**

In relation to each general meeting of the Company, the company shall determine the time by which a person must be entered on the Register in order to be entitled to attend or vote at the meeting. No person shall have the right to attend or vote at the meeting if he is entered on the Register after the time determined by the Company. That time shall not be more than 48 hours before the time fixed for the meeting. In calculating that period of 48 hours, no account shall be taken of any part of a day that is not a working day.

133. **RECORD DATE FOR DIVIDENDS, ISSUES OF SHARES, ETC.**

Subject to the Statutes, the Market Rules, the requirements of the UK Listing Authority, these Articles and the rights attaching to, or the terms of issue of, any shares, the Company in general meeting or the Directors by resolution, may specify any date (the "**record date**") as the date at the close of business on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue or other right and such record date may be on, or at any time before or after, that on which the resolution is passed. Such dividend, distribution, interest, allotment, issue or other right shall then be payable or due to them in accordance with their respective registered holdings on the record date, but this shall not, of itself, prejudice the rights between transferors and transferees of any such shares or other securities in respect of such dividend, distribution, interest, allotment, issue or other right.

RECORDS AND DOCUMENTS

134. NO RIGHT TO INSPECT

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

135. OVERSEAS BRANCH REGISTER

Subject to the Statutes and the Regulations, the Directors may exercise the powers of the Company with regard to keeping an overseas branch register in any place and may make and vary regulations as they think fit concerning the keeping of any overseas branch register.

136. DESTRUCTION OF DOCUMENTS

136.1 The Company may destroy or delete:

- 136.1.1 all transfer forms or operator instructions (as defined in the Regulations) transferring shares, and documents sent to support transfer, and any other documents which were the basis for making an entry on the Register, at any time after the expiration of six years from the date of registration or entry in the Register (as the case may be);
- 136.1.2 all dividend mandates, variations or cancellations, payment instructions and notifications of a change of address or name at any time after the expiry of two years from the date of recording such notification or cancellation (as the case may be);
- 136.1.3 all cancelled share certificates at any time after the expiry of one year from the date they were cancelled;
- 136.1.4 all paid dividend warrants and cheques at any time after the expiry of one year from the date of actual payment; and
- 136.1.5 all proxy appointments at any time after the expiry of one year from the date of the general meeting to which the appointment relates or, if later, the date on which any poll was taken in relation to which the appointment was used.

Any such document may be disposed of in any manner.

- 136.2 If the Company destroys or deletes a document pursuant to Article 136.1, it is conclusively treated as having been a valid and effective document and duly and properly registered (in the case of a form of transfer) or cancelled (in the case of a share certificate) or recorded (in the case of any other document). Every entry in the Register or in any other books or records of the

Company made or recorded from any such document shall conclusively be regarded as having been duly and properly made.

136.3 Article 136.2 only applies to a document destroyed or deleted in good faith and where the Company has not received notice of any claim (regardless of the parties to the document) to which the document may be relevant.

136.4 This Article 136 shall not impose on the Company any liability:

136.4.1 if it destroys or deletes a document earlier than referred to in Article 136.1; or

136.4.2 in any other circumstances which would not attach to the Company in the absence of this Article.

INDEMNITY AND INSURANCE

137. INDEMNITY

137.1 Subject to the Statutes and Article 137.2 below, but without prejudice to any indemnity to which he may otherwise be entitled, every Director, alternate Director or Secretary (or former Director or Secretary) of the Company or of any associated company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in the execution or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office.

137.2 Article 137.1 shall not operate to provide an indemnity against any liability attaching to a Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company except as permitted by law.

138. INSURANCE

Without prejudice to Article 137, the Directors shall have power to purchase and/or maintain insurance at the expense of the Company for, or for the benefit of, any persons who are or were at any time a Director, alternate Director or Secretary of the Company or any associated company or who are or were at any time trustees of any retirement benefits scheme or employee share scheme in which employees of the Company or any associated company are or were interested, including insurance against any liability incurred by such persons which may lawfully be insured against by the Company in respect of any act or omission in the execution of their powers and/or otherwise in relation to the Company or in connection with their duties, powers or

offices in relation to any associated company, or any such retirement benefits scheme or employee share scheme.