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THE COMPANIES ACTS 1985,  
1989 AND 2006  
PUBLIC COMPANY LIMITED  
BY SHARES

ARTICLES OF ASSOCIATION  
of  
FOCUS SOLUTIONS GROUP  
plc

Company Number 3911357  
Incorporated 18 January 2000

Adopted by Special Resolution  
Dated 2009

## Contents

Clause	Heading	Page
1	TABLE A	1
2	DEFINITIONS	1
3	INTERPRETATION	3
4	SHARE CAPITAL	3
	4.1 Capital	3
	4.2 Allotment of shares	3
	4.3 Redeemable shares	3
	4.4 Payment of commission	4
	4.5 Trusts not recognised	4
5	VARIATION OF RIGHTS	4
	5.1 Consent to variation	4
	5.2 Rights not varied	5
6	SHARE CERTIFICATES	5
	6.1 Member's right to share certificates and time for delivery	5
	6.2 Sealing of share certificates	5
	6.3 Cost of certificates	6
	6.4 Issue of a new certificate in the place of one damaged, lost or destroyed	6
	6.5 Shares not to have distinguishing numbers	6
7	CALLS ON SHARES	6
	7.1 Calls	6
	7.2 Liability of joint holders of shares	7
	7.3 Instalments to be treated as calls and power to differentiate	7
	7.4 When interest on calls or instalment payable	7
	7.5 Payment of calls in advance	7
	7.6 Sums due on allotment to be treated as calls	7
	7.7 Power to make calls if uncalled capital included in mortgage	8
	7.8 Indemnity against claims in respect of shares	8
8	FORFEITURE OF SHARES	9
	8.1 If call or instalment not paid notice may be given	9
	8.2 Form of notice	9
	8.3 If notice not complied with shares may be forfeited	9
	8.4 Forfeited shares to become the property of the Company	9

## Contents

Clause	Heading	Page
8.5	Directors' power to annul forfeiture	10
8.6	Arrears to be paid notwithstanding forfeiture	10
8.7	Extinction of claims	10
8.8	Statutory Declaration by Director as to forfeiture	10
9	LIEN ON SHARES	10
9.1	Company's lien on shares	10
9.2	Enforcement of lien by sale	11
9.3	Application of proceeds of sale	11
9.4	Validity of sale for enforcing lien	11
10	TRANSFER OF SHARES	11
10.1	Form of transfer	11
10.2	Uncertificated securities	12
10.3	Directors' power to refuse registration of transfers	12
10.4	Registration of transfers	13
10.5	No fees on registration	13
10.6	Suspension of registration and closing of Register	13
10.7	Retention of instruments of transfer	13
10.8	Destruction of transfers and other documents	13
11	TRANSMISSION OF SHARES	15
11.1	Representatives of interest of deceased Members	15
11.2	Election in case of death or bankruptcy of Member	15
11.3	Rights as to dividends and voting	15
12	CONSOLIDATION AND SUB-DIVISION OF SHARES	15
12.1	Consolidation	15
12.2	Sub-division	15
12.3	Fractions	16
13	CONVERSION OF SHARES INTO STOCK	16
13.1	Paid-up shares convertible into stock	16
13.2	Transfer of stock	16
13.3	Privilege of stockholders	16
13.4	Definitions of stock and stockholder	17
14	INCREASE OF CAPITAL	17
14.1	Increase of capital	17
14.2	Power to attach rights to new shares	17
15	REDUCTION OF CAPITAL	17

## Contents

Clause	Heading	Page
	15.1 Reduction of capital	17
16	PURCHASE OF OWN SHARES	18
	16.1 Company may purchase own shares	18
17	GENERAL MEETINGS	18
	17.1 When annual general meetings to be held	18
	17.2 When general meetings to be called	18
18	NOTICE OF GENERAL MEETINGS	18
	18.1 Notice of meetings	18
	18.2 Omission to send notice	19
	18.3 Meetings at short notice	19
	18.4 Proxies	19
19	BUSINESS OF GENERAL MEETINGS	19
	19.1 Business of annual general meeting	19
	19.2 Special notice of a resolution	20
20	PROCEEDINGS AT GENERAL MEETINGS	20
	20.1 Quorum	20
	20.2 Proceedings if quorum not present	20
	20.3 Chairman	20
	20.4 Power to adjourn meetings	20
	20.5 Rights to attend and speak	21
	20.6 Accommodation of members and security arrangements	21
	20.7 When notice of adjourned meeting to be given	22
	20.8 Demand for poll	22
	20.9 Evidence of passing of resolution	22
	20.10 Objection or error in voting	23
	20.11 Amendment to resolutions	23
	20.12 Casting vote	23
	20.13 Poll demanded by proxy	23
	20.14 When poll to be taken	23
21	VOTING	23
	21.1 Votes of Members	23
	21.2 Joint owners	24
	21.3 Suspension of rights where non-disclosure of interests	24
	21.4 Votes may be given personally or by proxy	27
	21.5 Appointment of proxy to be in writing	27
	21.6 Deposit of proxy forms	27

## Contents

Clause	Heading	Page	
	21.7	Validity of proxy form	27
	21.8	When votes by proxy valid though authority revoked	27
	21.9	Corporations acting by representatives	28
22	CLASS MEETINGS		28
	22.1	Proceedings at meetings of classes of Members	28
23	DIRECTORS AND OTHER OFFICERS		28
	23.1	Number of Directors	28
	23.2	Fees of Directors	29
	23.3	Travelling and hotel expenses and special remuneration	29
	23.4	Qualification of Directors and attendance at general meetings and separate general meetings	29
	23.5	Directors' power to fill casual vacancies	29
24	ALTERNATE DIRECTORS		30
	24.1	Appointment and revocation	30
	24.2	Alternate Director to be responsible for his own acts	30
	24.3	Remuneration of alternate Director	30
25	MANAGING AND EXECUTIVE DIRECTORS		31
	25.1	Appointment	31
	25.2	Chief executive and managing directors to retire by rotation	31
	25.3	Remuneration of Directors	31
	25.4	Powers	31
26	POWERS AND DUTIES OF DIRECTORS		32
	26.1	Directors to manage and control the business of the Company	32
	26.2	Directors' power to award pensions	32
	26.3	Director may hold office of profit under and may contract with Company	33
	26.4	Director's interest in contracts	35
	26.5	Directors' powers to authorise conflicts of interest	35
	26.6	Disclosure of interests to the Board	36
	26.7	Exercise of voting powers	37
	26.8	Directors may join boards of other companies	37
	26.9	Power to authorise signatures and acceptances	37
	26.10	Overseas branch register	37
	26.11	Provision for employees on cessation or transfer of business	37
27	PRESIDENT		38
	27.1	President	38

## **Contents**

<b>Clause</b>	<b>Heading</b>	<b>Page</b>
28	LOCAL MANAGEMENT	38
	28.1 General powers	38
	28.2 Local Board and delegation of powers	38
	28.3 Power to appoint attorney	38
	28.4 Sub-delegation of powers	38
29	BORROWING POWERS	39
	29.1 Power to borrow money	39
	29.2 Mode of borrowing	41
	29.3 Security for payment of moneys borrowed or raised	42
	29.4 Security for payment of moneys	42
	29.5 Inspection of Register of Charges	42
30	DISQUALIFICATION OF DIRECTORS	42
	30.1 Office of Director to be vacated	42
31	RETIREMENT, ELECTION AND APPOINTMENT OF DIRECTORS	43
	31.1 Rotation and retirement of Directors	43
	31.2 Which Director to retire	43
	31.3 Meeting to fill vacancies	44
	31.4 Retiring Director to remain in office until successor appointed	44
	31.5 Appointment of Directors to be voted upon individually	44
	31.6 Notice to propose new Directors	44
	31.7 Power to increase or reduce the number of Directors	44
	31.8 Power to remove Director	44
	31.9 Power to appoint Director in place of one removed	44
32	PROCEEDINGS OF DIRECTORS AND COMMITTEES	45
	32.1 Meetings of Directors	45
	32.2 Participation by telephone or facsimile	45
	32.3 Notice of meetings of Directors	45
	32.5 Directors may act if quorum present	46
	32.6 Resolution in writing	46
	32.7 Directors may appoint committees	46
	32.8 Committees subject to control of Directors	46
	32.9 Minutes of proceedings	46
	32.10 Defective appointment of Directors not to invalidate their acts	47
33	SECRETARY	47
	33.1 Secretary	47
	33.2 Assistant Secretary	47

## Contents

<b>Clause</b>	<b>Heading</b>	<b>Page</b>
34	RESERVES	47
34.1	Reserves out of profits	47
35	DIVIDENDS	48
35.1	Declaration of dividends	48
35.2	Dividends not to bear interest	48
35.3	Payment of dividends	48
35.4	Dividends to joint holders	48
35.5	Interim dividends	48
35.6	Dividends payable in accordance with the Statutes	48
35.7	Unclaimed dividends	49
35.8	Entitlement to dividends	49
35.9	Calls or debts may be deducted from dividends	49
35.10	Method of payment of dividends	49
35.11	Payment of dividends in specie	49
35.12	Scrip Dividend	50
36	CAPITALISATION OF PROFITS AND RESERVES	52
36.1	Capitalisation of profits	52
37	RECORD DATES	53
37.1	Record dates	53
38	ACCOUNTS	53
38.1	Inspection of accounting records and Register of Members	53
38.2	Copy of reports and accounts to be sent to Members	53
39	SEALS AND AUTHENTICATION OF DOCUMENTS	54
39.1	The Seal	54
39.2	Official seal	54
39.3	Official seal for use abroad	54
39.4	Safe custody of seals	54
39.5	Authentication of documents	54
40	NOTICES	55
40.1	Service of notice on Members	55
40.2	When registered address not in the United Kingdom	55
40.3	Evidence of service	55
40.4	Notice to joint holders	57
40.5	Notice in case of death or bankruptcy	57
40.6	Signature on notices	58
40.7	Notice by advertisement	58

## Contents

Clause	Heading	Page
	40.8 Failure to notify contact details	58
41	UNTRACED SHAREHOLDERS	58
	41.1 Untraced shareholders	58
42	AUDITORS	59
	42.1 Appointment of the Auditors	59
	42.2 Acts of the Auditors valid	59
	42.3 Notices to the Auditors	60
43	MISCELLANEOUS	60
	43.1 Indemnity	60

THE COMPANIES ACTS 1985, 1989 and 2006  
PUBLIC COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION**

of

**FOCUS SOLUTIONS GROUP plc**

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**1 TABLE A**

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Company. Any model articles promulgated under the Companies Act 2006 shall not apply to the Company.

**2 DEFINITIONS**

- 2.1 In these Articles the following words have the meanings set out below.

- 2.1.1 "Act" means the Companies Act 1985 and "2006Act" means the Companies Act 2006.
- 2.1.2 "these Articles" means these Articles of Association as they may be varied from time to time.
- 2.1.3 "Auditors" means the auditors for the time being of the Company.
- 2.1.4 "Board" means the board of directors from time to time of the Company or the Directors present at a meeting at which a quorum is present.
- 2.1.5 "clear days" means, in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
- 2.1.6 "Company" means Focus Solutions Group plc.
- 2.1.7 "Directors" means the directors for the time being of the Company and "Director" shall be construed accordingly.
- 2.1.8 "dividend" means a dividend or bonus.
- 2.1.9 "electronic communication" means any documents or information sent or supplied in electronic form within the meaning of section 1168 of the 2006Act

- 2.1.10 "London Stock Exchange" means London Stock Exchange Limited or its successors.
- 2.1.11 "Member" means a member of the Company and "Members" shall be construed accordingly.
- 2.1.12 "Month" means a calendar month.
- 2.1.13 "Office" means the registered office for the time being of the Company.
- 2.1.14 "Operator" has the meaning given in the Regulations.
- 2.1.15 "paid up" means paid up or credited as fully paid up.
- 2.1.16 "Principal Place" means the place at which the meeting shall be held and at which the chairman of the meeting shall preside, specified by the Directors in the notice of general meeting.
- 2.1.17 "Register" means the register of Members to be kept pursuant to section 352 of the Act.
- 2.1.18 "Regulations" means the Uncertificated Securities Regulations 1995 (Statutory Instrument 1995 3272), including any modifications to the Regulations or substitutions for them made under section 207 of the Companies Act 1989, and for the time being in force.
- 2.1.19 "Recognised Clearing House" means a recognised clearing house, as defined in section 778 of the 2006Act.
- 2.1.20 "Seal" means the common seal (if any) of the Company.
- 2.1.21 "Secretary" means the Secretary of the Company from time to time, including (subject to the Statutes) any assistant or deputy secretary of the Company appointed pursuant to these Articles and any person duly appointed by the Directors to perform any of the duties of the Secretary of the Company and, where two or more persons are duly appointed to act as joint secretaries of the Company, including any one of those persons.
- 2.1.22 "Statutes" means the Act, the 2006Act and every other Act relating to companies and affecting the Company.
- 2.1.23 "Transfer Office" means the place where the Register is situated for the time being.
- 2.1.24 "Treasury Shares" has the meaning given in the Act (as amended by the Companies (Acquisition of Own Shares) (Treasury Shares) Regulations 2003 and The Companies (Acquisition of Treasury Shares) No.2 Regulations 2003);
- 2.1.25 "uncertificated securities" means any share, stock, debenture or loan stock or any other form of security of the Company, title to which is capable of being

shown or transferred without the issue to the owner or owners of such security of a certificate pursuant to the Regulations.

2.1.26 "in writing" means written, printed, typewritten, telexed, sent or received by facsimile, photographed or lithographed or visibly expressed in all or any of these or any other modes of representing or reproducing words.

### **3 INTERPRETATION**

3.1 Words importing the singular number only include the plural number and vice versa.

3.2 Words importing the masculine gender only include the feminine gender.

3.3 Words importing persons include corporations and any unincorporated body of persons.

3.4 Words and expressions defined in the Statutes shall, unless the context otherwise requires, have the same meanings in these Articles.

3.5 Where reference is made to the Statutes, the Act or any other statutory provision this includes all subsequent enactments, amendments and modifications relating to them and any orders, regulations or other subordinate legislation made under them.

3.6 The headings in these Articles are inserted for convenience only and shall not affect the construction or interpretation of any of the provisions contained in them.

### **4 SHARE CAPITAL**

#### **4.1 Capital**

The capital of the Company at the date of adoption of these Articles as the Articles of Association of the Company is £6,000,000 (six million pounds) divided into 60,000,000 (sixty million) ordinary shares of 10p (ten pence) each.

#### **4.2 Allotment of shares**

Subject to the provisions of the Statutes regarding pre-emption rights and any resolution of the Company relating thereto or to any authority to allot relevant securities, the whole of the shares of the Company for the time being unissued shall be under the control of the Directors who may generally allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of the same to such persons and on such terms and conditions and either at a premium or at par, and at such times as the Directors think fit, and with full power to give to any person the call of any shares, either at par or at a premium during such time and for such consideration as the Directors think fit.

#### **4.3 Redeemable shares**

The Company may by special resolution create and sanction the issue of shares which are to be redeemed, or at the option of the Company are liable to be redeemed, subject to and

in accordance with the provisions of the Statutes. The special resolution sanctioning any such issue shall also make such alterations to these Articles as may be necessary to specify the terms on which and the manner in which any such shares shall be redeemed.

#### **4.4 Payment of commission**

In addition to all other powers of paying commissions, the Company may exercise the powers conferred by the Statutes of paying commissions to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company. Subject to the provisions of the Statutes, such commission may be satisfied by payment of cash or (with the sanction of an ordinary resolution of the Company) the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

#### **4.5 Trusts not recognised**

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

### **5 VARIATION OF RIGHTS**

#### **5.1 Consent to variation**

Subject to the provisions of the Act, if at any time the capital of the Company is divided into different classes of shares all or any of the rights or privileges attached to any class may be varied:

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

5.1.2 in the absence of any such provision, either with the consent in writing of the holders of at least three-fourths of the nominal amount of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting (convened and conducted pursuant to the provisions of Article 22) of the holders of the issued shares of that class, but not otherwise. The creation or issue of shares ranking *pari passu* with or subsequent to the shares of any class shall not (unless otherwise expressly provided by these Articles or the rights attached to such last mentioned shares as a class) be deemed to be a variation of the rights of such shares.

The preceding article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights of which are to be varied.

## **5.2 Rights not varied**

The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by the terms of issue of that class of shares, be deemed to be varied:

- 5.2.1 by the creation or issue of further shares ranking as regards participation in the
- 5.2.2 profits or assets of the Company in some or all respects equally with such shares but in no respect in priority to such shares;
- 5.2.3 by the purchase by the Company of any of its own shares (and the holding of any such shares as Treasury Shares); or
- 5.2.4 the Board 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.

## **6 SHARE CERTIFICATES**

### **6.1 Member's right to share certificates and time for delivery**

The Company shall within one month (or such longer period as the terms of issue shall provide) after the allotment of any of its shares or debentures, and within 14 days after lodgement with the Company of any duly stamped and valid transfer of any of its shares or debentures, save where such shares or debentures are at that time uncertificated, complete and have ready for delivery the certificates for the shares or the debentures so allotted or transferred, unless the conditions of issue of the shares or debentures otherwise provide or save as exempted by virtue of section 777 of the 2006Act. Where the Company sends share certificates to Members or their agents by post, such share certificates shall be sent at the Member's risk.

### **6.2 Sealing of share certificates**

Every certificate for shares, stock or debenture or loan stock (except where the trust deed constituting any debenture stock or loan stock provides to the contrary) or representing any other form of security of the Company shall be issued under the Seal (or under the official seal kept by the Company by virtue of section 40 of the Act) or in such other manner as the Board, having regard to the terms of issue, the Statutes and any applicable regulations of the London Stock Exchange, may authorise and shall specify the number and class of the shares or other security to which it relates and the amount or respective amounts paid up on the shares or other security.

### **6.3 Cost of certificates**

Every Member shall be entitled without payment to one certificate for all his shares, or when the capital of the Company is divided into different classes of shares, to one certificate for all his shares in each class, or upon payment of such reasonable out of pocket expenses as the Board shall determine for each additional certificate, to several certificates each for one or more of such shares of each class, provided that, in the case of any share registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate in respect thereof to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Where a Member transfers part of the shares to which any certificate relates he shall be entitled to a certificate for the balance thereof without payment. Every certificate shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon.

### **6.4 Issue of a new certificate in the place of one damaged, lost or destroyed**

If any certificate is damaged or defaced then upon delivery of the certificate to the Company it may order the certificate to be cancelled, and may issue a new certificate in its place, and if any certificate is lost, stolen or destroyed, then, upon such evidence and indemnity with or without security as the Company deems adequate being given, a new certificate in its place shall be given to the party entitled to such lost, stolen or destroyed certificate. Every certificate issued under this Article 6.4 shall be issued without payment but there shall, provided that the shares to which such certificate relates are not at that time uncertificated, be paid to the Company a sum equal to any exceptional expenses incurred by the Company in preparing any such indemnity and/or security referred to in this Article 6.4.

### **6.5 Shares not to have distinguishing numbers**

If, at any time, all the issued shares of the Company or all the issued shares of a particular class are fully paid up and rank pari passu for all purposes, none of those shares shall thereafter (subject to any resolution of the Directors to the contrary) have a distinguishing number so long as it remains fully paid up and ranks pari passu for all purposes with all shares of the same class for the time being issued and fully paid up.

## **7 CALLS ON SHARES**

### **7.1 Calls**

The Directors may, subject to the provisions of these Articles and to any relevant terms of allotment thereof, from time to time make such calls as they think fit upon the Members in respect of all moneys unpaid on the shares held by them respectively, provided that 14 days' notice at least be given of each call and each Member shall pay the amount of each call so made on him to the person and at the time and place specified by the Directors in the said notice. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Directors authorising such call shall have been passed. A call may be revoked or postponed in whole or in part as the Directors

may determine. A Member shall remain liable as primary obligor to the Company for the amount of any call notwithstanding that subsequent to the receipt of such call the Member transfers his shares.

#### **7.2 Liability of joint holders of shares**

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

#### **7.3 Instalments to be treated as calls and power to differentiate**

If by the terms of any prospectus or by the conditions of allotment any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors of which due notice had been given. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.

#### **7.4 When interest on calls or instalment payable**

If the call or instalment payable in respect of any share is not paid on or before the day appointed for payment thereof, the person from whom the amount of the call or instalment is due shall pay interest on such amount at such rate as may be fixed by the terms of allotment of the share or, if no rate is fixed, at the appropriate rate (as defined by section 107 of the Act) from the time appointed for payment thereof until the actual payment thereof, and shall not receive any dividend in respect of the amount unpaid.

#### **7.5 Payment of calls in advance**

The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money unpaid upon the shares held by him beyond the sums actually called up; and upon the money paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance shall have been made, the Company may pay interest at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, the appropriate rate aforesaid) as the Member paying such sum in advance and the Directors agree upon.

#### **7.6 Sums due on allotment to be treated as calls**

Any sum which by or pursuant to the terms of allotment of a share becomes payable on allotment or at any fixed date, 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 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 such sum had become payable by virtue of a call duly made and notified.

**7.7 Power to make calls if uncalled capital included in mortgage**

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

**7.8 Indemnity against claims in respect of shares**

7.8.1 Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment or empowers any government or tax authority or government official to require the Company to make any payment in respect of any shares held either jointly or solely by any Member or in respect of any dividends or other moneys due or payable or accruing due or which may become due or payable to such Member by the Company or in respect of any such shares or for or on account or in respect of any Member and whether in consequence of:

7.8.1.1 the death of such Member;

7.8.1.2 the non-payment of any income tax or other tax by such Member;

7.8.1.3 the non-payment of any estate, probate, succession, death, stamp or other duty by the executor or administrator of such Member or by or out of his estate; or

7.8.1.4 any other act or thing;

then the provisions of Article 7.8.2 shall apply.

7.8.2 The Company in any case referred to in Article 7.8.1:

7.8.2.1 shall be fully indemnified by such Member or his executor or administrator from all liability arising by virtue of such law; and

7.8.2.2 may recover as a debt due from such Member or his executor or administrator (wherever constituted or residing) any moneys paid by the Company under or in consequence of any such law, together with interest thereon at a rate of 15 per cent per annum thereon from the date of payment to the date of repayment.

7.8.3 Nothing contained in this Article 7.8 shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company, and as between the Company and every such Member as aforesaid, his executor, administrator and estate wherever constituted or situated, any right or remedy

which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

## **8 FORFEITURE OF SHARES**

### **8.1 If call or instalment not paid notice may be given**

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

### **8.2 Form of notice**

The notice shall name a day (not being less than 14 days after the date of service of the notice) and a place on and at which such call or instalment (or such part thereof as remains unpaid) and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable shall be liable to be forfeited.

### **8.3 If notice not complied with shares may be forfeited**

If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such notice shall have been given may at any time thereafter, and before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. The Directors may accept the surrender of any shares liable to be forfeited hereunder and in such case references in these Articles to forfeiture shall include surrender.

### **8.4 Forfeited shares to become the property of the Company**

When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give notice as aforesaid. Subject to the provisions of the Statutes, any share so forfeited shall be deemed to be the property of the Company, no voting rights shall be exercised in respect thereof and the Directors may within three years of such forfeiture sell, re-allot, or otherwise dispose of the same in such manner as they think fit either to the person who was before the forfeiture the holder thereof, or to any other person, and either with or without any past or accruing dividends, and in the case of re-allotment, with or without any money paid thereon by the former holder being credited as paid-up thereon. The Directors may, if necessary, authorise some person to execute a transfer of a forfeited share to any such other person as aforesaid. Any share not disposed of in accordance with the

foregoing within a period of three years from the date of its forfeiture shall thereupon be cancelled in accordance with the provisions of the Statutes.

#### **8.5 Directors' power to annul forfeiture**

The Directors may at any time, before any share so forfeited shall have been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture upon such conditions as they think fit.

#### **8.6 Arrears to be paid notwithstanding forfeiture**

A Member whose shares have been forfeited shall thereupon cease to be a Member in respect of such shares but shall notwithstanding be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as may be fixed by the terms of allotment of the shares or, if no rate is so fixed, at the appropriate rate aforesaid, and the Directors may enforce payment thereof if they think fit.

#### **8.7 Extinction of claims**

The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all of the rights and liabilities incidental to the share as between the Member whose share is forfeited and the Company, except in respect only of such of those rights and liabilities as are by these Articles expressly saved or as are by the Act given or imposed in the case of past members.

#### **8.8 Statutory Declaration by Director as to forfeiture**

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

### **9 LIEN ON SHARES**

#### **9.1 Company's lien on shares**

The Company shall have a first and paramount lien and charge upon all the shares, other than fully paid-up shares, registered in the name of each Member (whether solely or jointly with other persons) for any amount payable in respect of such shares, whether the period

for payment thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared or other moneys payable in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

## **9.2 Enforcement of lien by sale**

For the purpose of enforcing such a lien, the Directors may sell all or any of the shares subject thereto, in such manner as they think fit, but no such sale shall be made until such period as aforesaid shall have arrived and until notice in writing stating, and demanding payment of, the sum payable and giving notice of the intention to sell in default of such payment shall have been served in such manner as the Directors shall think fit on such Member and default shall have been made by him in the payment of such amounts payable for seven days after such notice.

## **9.3 Application of proceeds of sale**

The net proceeds of any such sale, after payment of the costs thereof, shall be applied in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (on surrender to the Company for cancellation of the certificate for the shares sold, if such shares are not at that time uncertificated, and subject to a like lien for sums not presently payable as existed upon the share before the sale) be paid to the Member or the person (if any) entitled by transmission to the shares (without interest).

## **9.4 Validity of sale for enforcing lien**

Upon any sale for enforcing any lien in purported exercise of the powers hereinbefore given, the Directors may in the case of a sale nominate some person to execute a transfer of the shares sold in the name and on behalf of the registered holder or his executors or administrators and may in any case cause the name of the purchaser to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

# **10 TRANSFER OF SHARES**

## **10.1 Form of transfer**

All transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors and may, except in the case of a corporation, be under hand only. The Directors may in their absolute discretion decide to recognise a transfer under hand only of a person duly authorised to sign on behalf of a corporation. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. The

transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

## 10.2 **Uncertificated securities**

10.2.1 With effect from immediately prior to CRESTCo Limited or any other operator (as defined by the Regulations) granting permission for any securities (as defined by the Regulations) of any class held by any Member to be transferred by means of the CREST system or any other relevant system (as defined by the Regulations):

10.2.1.1 title to securities of such class held by any Member may henceforth be transferred by means of such relevant system; and

10.2.1.2 every Member shall be entitled, at his sole discretion, to hold securities of such class as uncertificated securities and to transfer title to uncertificated securities of such class registered in his name by means of the relevant system;

subject to a member being entitled to do so pursuant to the rules (as defined by the Regulations) and to the requirements of the operator of such relevant system. For the purposes of this Article 10.2 securities shall not include any shares referred to under Regulation 17 of the Regulations.

10.2.2 Article 10.2.1 shall apply to the securities of the Company in accordance with its terms notwithstanding any provision of these Articles inconsistent with:

10.2.2.1 the holding of any securities issued or to be issued by the Company in uncertificated form;

10.2.2.2 the transfer of title to any securities by means of any relevant system; or

10.2.2.3 any provisions of the Regulations.

10.2.3 The Company shall at all times keep the Register up to date with details of uncertificated securities held by shareholders, in such a way as to meet the requirements of the Regulations and the relevant system.

## 10.3 **Directors' power to refuse registration of transfers**

The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of shares unless all of the following conditions are satisfied:

10.3.1 it is in respect of a fully paid share;

10.3.2 it is in respect of a share on which the Company does not have a lien;

10.3.3 it is in respect of only one class of shares;

10.3.4 it is in favour of not more than four joint holders as transferees;

10.3.5 it is duly stamped; and

10.3.6 the conditions referred to in Article 10.4 have been satisfied in respect thereof;

and if the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal, provided that the Directors shall not refuse to register any transfer or renunciation of partly paid shares which are listed on the London Stock Exchange on the grounds that they are partly paid shares in circumstances where such refusal would prevent dealings in such shares from taking place on an open and proper basis.

#### 10.4 **Registration of transfers**

Every instrument of transfer must be left at the Transfer Office (or at such other place as the Directors may from time to time determine) to be registered, accompanied by the relevant share certificate(s) (save in the case of a Recognised Clearing House where a share certificate or certificates have not been issued in respect of the shares in question or where the relevant shares are at that time uncertificated), and such other evidence as the Directors may reasonably require to prove the right of the transferor to make such a transfer, and the due execution by him or his duly authorised agent of the transfer and thereupon the Directors, subject to the power vested in them by the last preceding Article, shall register the transferee as the holder.

#### 10.5 **No fees on registration**

No fee shall be chargeable by the Company for registering any transfer, probate, letters of administration, certificate of marriage or death, power of attorney, or other document relating to or affecting the title to any shares or the right to transfer the same or otherwise for making any entry in the Register relating to or affecting the title to any shares.

#### 10.6 **Suspension of registration and closing of Register**

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares. The Register shall not be closed for more than 30 days in any year and notice of closure shall be given by advertisement in accordance with the Statutes.

#### 10.7 **Retention of instruments of transfer**

All instruments of transfer which are registered shall, subject to Article 10.8.1.1, be retained by the Company, but any instrument of transfer which the Directors may refuse to register shall (except in the case of fraud) be returned to the person depositing the same.

#### 10.8 **Destruction of transfers and other documents**

10.8.1 The Company shall be entitled to destroy:

10.8.1.1 all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof;

- 10.8.1.2 all dividend mandates and any variations or cancellations thereof and all notifications of change of address at any time after the expiration of two years from the date of recording thereof;
- 10.8.1.3 all registered share certificates which have been cancelled at any time after the expiration of one year from the date of such cancellation;
- 10.8.1.4 all paid dividends warrants and cheques at any time after the expiration of one year from the date of actual payment thereof;
- 10.8.1.5 all instruments of proxy which have been used for the purpose of a poll at any time after the expiration of one year from the date of such use save that, in the case of proxies which are used for the purpose of a poll at an adjourned meeting as well as at the original meeting, such period of one year shall commence on the date of the last such use;
- 10.8.1.6 all instruments of proxy which have not been used for the purpose specified in Article 10.8.1.5 at any time after one month from the end of the meeting (or any adjournment thereof) to which the instrument relates; and
- 10.8.1.7 any other document on the basis of which any entry in the Register has been made at any time after the expiration of six years from the date on which an entry in the Register was first made in respect of it.

It shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid and effective document duly and properly cancelled, that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company and that every paid dividend warrant and cheque so destroyed was duly paid.

- 10.8.2 The provisions of Article 10.8.1 shall apply only to the destruction of a document in good faith and without express notice to the Company of any claim (regardless of the parties thereto) to which the document might be relevant.
- 10.8.3 Nothing contained in this Article 10.8 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of Article 10.8.2 are not fulfilled.
- 10.8.4 References in this Article 10.8 to the destruction of any document include references to the disposal thereof in any manner.

## **11 TRANSMISSION OF SHARES**

### **11.1 Representatives of interest of deceased Members**

The executors or administrators of a deceased Member (not being one of two or more joint holders) shall be the only persons recognised by the Company as having any title to shares held by him alone; but in the case of shares held by more than one person, the survivor or survivors only shall be recognised by the Company as being entitled to such shares. Nothing in this Article 11.1 shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

### **11.2 Election in case of death or bankruptcy of Member**

Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon such evidence being produced as may be required by the Directors, elect in writing either to be registered as a Member (in respect of which registration no fee shall be payable) by giving notice in writing to that effect or, without being so registered, execute a transfer to some other person who shall be registered as a transferee of such share and the execution of such a transfer shall signify his election as aforesaid; but the Directors shall in either case have the like power of declining or refusing to register such transfer as is provided with respect to ordinary transfers. The Directors may at any time give notice requiring any such person to elect as aforesaid and if such notice is not complied with within 60 days the Directors may thereafter withhold payment of all dividends and other moneys payable in respect of such share until compliance therewith.

### **11.3 Rights as to dividends and voting**

Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, unless and until he is registered as a Member in respect of the share, be entitled in respect of it to receive notices of or to exercise or enjoy any right or privilege conferred by membership in relation to meetings of the Company.

## **12 CONSOLIDATION AND SUB-DIVISION OF SHARES**

### **12.1 Consolidation**

The Company may by ordinary resolution consolidate and divide its shares, or any of them, into shares of a larger amount or smaller amount.

### **12.2 Sub-division**

The Company may by ordinary resolution sub-divide its shares, or any of them, into shares of a smaller amount, and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preferred or other advantage as regards dividend, capital, voting or otherwise over or shall have such deferred rights or be subject to such restrictions as compared with the other or others as the Company has power to attach to shares upon the allotment thereof.

### 12.3 **Fractions**

Subject to any direction by the Company in general meeting, whenever as the result of any consolidation or sub-division and consolidation of shares Members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine and, in particular, may sell the shares to which Members are so entitled in fractions for the best price reasonably obtainable and pay and distribute to and amongst the Members entitled to such shares in due proportions the net proceeds of the sale thereof (except that any amount otherwise due to a Member being less than £3 or such other sum as the Directors may from time to time determine may be retained for the benefit of the Company). For the purpose of giving effect to any such sale, the Directors may nominate some person to execute a transfer of the shares sold on behalf of the Members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

## 13 **CONVERSION OF SHARES INTO STOCK**

### 13.1 **Paid-up shares convertible into stock**

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

### 13.2 **Transfer of stock**

When any shares have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which any shares in the capital of the Company may be transferred, or as near thereto as circumstances admit, but the Directors may from time to time fix the minimum amount of stock transferable (which minimum shall not exceed the nominal amount of the shares from which the stock arose) and direct that fractions of that minimum shall not be transferred, but with power at their discretion to waive such rules in any particular case.

### 13.3 **Privilege of stockholders**

The several holders of such stock shall be entitled to participate in the dividends and profits of the Company according to the class of stock and the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as would have been conferred by shares of the same class of equal amount in the capital of the Company, but so that none of such privileges or advantages, except the participation in the dividends and profits of the Company and in the assets of the Company on a winding up shall be conferred by

any such amounts of stock as would not, if existing in the shares, have conferred such privileges or advantages.

**13.4 Definitions of "stock" and stockholder**

All such provisions of these Articles relating to shares as are applicable to fully paid-up shares shall apply to stock, and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder". No such conversion shall affect or prejudice any preference or other special privilege.

**14 INCREASE OF CAPITAL**

**14.1 Increase of capital**

The Company may from time to time by ordinary resolution increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution may prescribe. Subject to such privileges, priorities or conditions as are or may be attached thereto, all new shares shall be subject to the same provisions in all respects as if they had been part of the original capital.

**14.2 Power to attach rights to new shares**

Subject to the provisions of the Statutes, any new shares in the capital of the Company may be allotted with such preferential right to dividend and such priority in the distribution of assets, or subject to such postponement of dividends or in the distribution of assets, and with or subject to such preferential or limited or qualified right of voting at general meetings as the Company may from time to time by ordinary resolution determine, or, if no such determination be made, as the Directors shall determine, but so that the rights attached to any issued shares as a class shall not be varied except with the consent of the holders thereof duly given under the provisions of these Articles. Subject as aforesaid, any preference shares may be issued on the terms that they are or, at the option of the Company, are to be liable to be redeemed.

**15 REDUCTION OF CAPITAL**

**15.1 Reduction of capital**

The Company may from time to time by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner authorised, and with and subject to any incident prescribed or allowed by the Statutes. The Company may also by ordinary resolution cancel any shares not taken or agreed to be taken by any person and diminish the amount of its share capital by the nominal value of the shares so cancelled.

## **16 PURCHASE OF OWN SHARES**

### **16.1 Company may purchase own shares**

The Company may purchase its own shares (including any redeemable shares) and may hold (and sell) any of such shares as Treasury Shares but so that no such purchase shall take place save in accordance with the Act and on the basis that such purchase is sanctioned by a resolution passed at a separate class meeting of the holders (if any) of any class of shares which are convertible into shares of another class where such shares would, if so converted, entitle the holders thereof to attend and vote at general meetings of the Company.

## **17 GENERAL MEETINGS**

### **17.1 When annual general meetings to be held**

A general meeting shall be held in every year as the annual general meeting of the Company (and specified as such in the notice convening the meeting), at such time (within a period of not more than 15 months after the holding of the last preceding annual general meeting) and place as may be determined by the Directors. The general meetings referred to in this Article 17.1 shall be called annual general meetings.

### **17.2 When general meetings to be called**

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

## **18 NOTICE OF GENERAL MEETINGS**

### **18.1 Notice of meetings**

An annual general meeting shall be called by not less than 21 days' notice and all other general meetings of the Company shall be called by not less than 14 days' notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and hour of meeting, and in case of special business the general nature of such business. The notice shall be given to the Members, other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive notice from the Company, to the Directors and to the Auditors. A notice convening an annual general meeting shall specify the meeting as such and the notice convening a meeting to pass a special resolution shall

specify the intention to propose the resolution as such. The Company may give notice by any means or combination of means permitted by the Statutes, including by electronic communications and by means of a website.

**18.2 Omission to send notice**

The accidental omission to give notice of a meeting, or to send an instrument of proxy with a notice to a person entitled to receive the same when so required or the non-receipt of a notice or instrument of proxy by any such person shall not invalidate the proceedings at that meeting.

**18.3 Meetings at short notice**

A general meeting shall, notwithstanding that it is called by shorter notice than that specified in Article 18.1, be deemed to have been duly called if it is so agreed by such Members as are prescribed in that behalf by the Statutes.

**18.4 Proxies**

In every notice calling a meeting of the Company or any class of the Members of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him, and that a proxy need not also be a Member.

**19 BUSINESS OF GENERAL MEETINGS**

**19.1 Business of annual general meeting**

The business of an annual general meeting shall be:

19.1.1 to receive and consider the profit and loss accounts, the balance sheet and reports of the Directors and of the Auditors, and the documents required by law to be annexed to the balance sheet;

19.1.2 to elect Directors and officers in the place of those retiring by rotation or otherwise or ceasing to hold office pursuant to Article 23.5 and to fix their remuneration if required;

19.1.3 to declare dividends; and

19.1.4 to appoint the Auditors (when special notice of the resolution for such appointment is not required by the Statutes) and to fix, or determine the manner of the fixing of, their remuneration.

All other business transacted at an annual general meeting unless specifically stated otherwise in these Articles and all business transacted at a general meeting shall be deemed special.

## 19.2 **Special notice of a resolution**

Where, by any provision contained in the Statutes, special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than 28 days (or such shorter period as the Statutes permit) before the meeting at which it is moved, and the Company shall give to its Members, subject as in these Articles provided, notice of any such resolution as provided by the Statutes.

## 20 **PROCEEDINGS AT GENERAL MEETINGS**

### 20.1 **Quorum**

Subject to the provisions of Article 20.2 in respect of adjourned meetings, for all purposes the quorum for a general meeting shall be not less than two Members present in person or by proxy and entitled to vote. No business other than the appointment of a chairman shall be transacted at any general meeting unless the requisite quorum shall be present when the meeting proceeds to business. The appointment of a chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.

### 20.2 **Proceedings if quorum not present**

If within 30 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened by or upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such day and to such time and place as the chairman shall appoint. At any such adjourned meeting the Member or Members present in person or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

### 20.3 **Chairman**

The chairman of the Board or in his absence the deputy chairman (if any) shall preside as chairman at every general meeting of the Company. If there is no such chairman, or if at any meeting he is not present within 15 minutes after the time appointed for holding the meeting, or is unwilling to act, the Directors present shall select one of their number to be chairman, and that failing, the Members present and entitled to vote shall choose one of their number to be chairman. The appointment of the chairman must be the first item undertaken at the meeting.

### 20.4 **Power to adjourn meetings**

20.4.1 The chairman may, with the consent of the meeting (and shall, if so directed by the meeting) adjourn any meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

20.4.2 Without prejudice to any other power which he may have under these Articles or at common law, the chairman may without the need for the consent of the

meeting interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it shall become necessary to do so in order to secure the proper and orderly conduct of the meeting, to give all persons entitled to do so reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

## 20.5 **Rights to attend and speak**

The chairman may invite any person to attend and speak at any general meeting of the Company whom the chairman considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting.

## 20.6 **Accommodation of members and security arrangements**

20.6.1 The Directors may, for the purpose of controlling the level of attendance and ensuring the safety of those attending at any place specified for the holding of a general meeting, from time to time make such arrangements as the Directors shall in their absolute discretion consider to be appropriate and may from time to time vary any such arrangements or make new arrangements. The entitlement of any Member or proxy to attend a general meeting at such place shall be subject to any such arrangements as may be for the time being approved by the Directors. In the case of any meeting to which such arrangements apply the Directors may, when specifying the place of meeting:

20.6.1.1 direct that the meeting shall be held at the Principal Place; and

20.6.1.2 make arrangements for simultaneous attendance and participation at other places by Members otherwise entitled to attend the general meeting but excluded therefrom under the provisions of this Article 20.6 or who wish to attend at any of such other places, provided that persons attending at the Principal Place and at any of such other places shall be able to see, and hear and be seen and heard by, persons attending at the Principal Place and at such other places, by any means.

20.6.2 Such arrangements for simultaneous attendance may include arrangements for controlling the level of attendance in any manner aforesaid at any of such other places, provided that they shall operate so that any such excluded members as aforesaid are able to attend at one of such other places. For the purposes of all other provisions of these Articles any such meeting shall be treated as being held and taking place at the Principal Place.

20.6.3 The Directors may direct that any person wishing to attend any meeting should submit to such searches or other security arrangements or restrictions as the Directors shall consider appropriate in the circumstances and the Directors shall be entitled, in their absolute discretion, to refuse entry to any person who fails to submit to such searches or to otherwise comply with such security arrangements or restrictions.

20.7 **When notice of adjourned meeting to be given**

Whenever a meeting is adjourned for 14 days or more or sine die, 7 clear days' notice in writing at the least specifying the place, the day and hour of the adjourned meeting shall be given to the Members subject as and in manner herein mentioned, to the Directors and to the Auditors, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment.

20.8 **Demand for poll**

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

20.8.1.1 the chairman of the meeting; or

20.8.1.2 not less than two Members present in person or by proxy and entitled to vote; or

20.8.1.3 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 at the meeting (excluding any voting rights attached to any shares in the Company held as Treasury Shares); or

20.8.1.4 a Member or Members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid equal to not less than one-tenth of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote which are held as Treasury Shares).

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

20.9 **Evidence of passing of resolution**

Unless a poll is 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, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is demanded it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

20.10 **Objection or error in voting**

No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote, except at the meeting or adjourned meeting at which the vote objected is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the chairman on such matter shall be final and conclusive.

20.11 **Amendment to resolutions**

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, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on.

20.12 **Casting vote**

In the case of an equality of votes the chairman shall, both on a show of hands and at a poll, have a casting vote in addition to the votes to which he may be entitled as a Member.

20.13 **Poll demanded by proxy**

A valid instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll, and for the purposes of Article 20.8, a demand by a proxy for a Member or other person entitled to vote shall be deemed to be a demand by that Member or other person.

20.14 **When poll to be taken**

A poll demanded on the election of a chairman of a general meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

**21 VOTING**

21.1 **Votes of Members**

Subject to any special terms as to voting upon which any shares may have been issued, or may for the time being be held, every Member present in person or by proxy shall upon a show of hands have one vote and every Member present in person or by proxy shall upon a poll have one vote for every share of which he is holder. A Member who is a patient within the meaning of the Mental Health Act 1983 may vote, whether on a show of

hands or on a poll, by his receiver or curator bonis and such receiver or curator bonis may, on a poll, vote by proxy.

## 21.2 **Joint owners**

If two or more persons are jointly entitled to shares for the time being conferring a right to vote, any one of such persons may vote at any meeting, either personally or by proxy, in respect thereof as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting, either personally or by proxy, the Member whose name stands first on the Register as one of the holders of such shares, and no other, shall be entitled to vote in respect of the same.

## 21.3 **Suspension of rights where non-disclosure of interests**

21.3.1 No Member shall, unless the Directors otherwise determine, be entitled to be present or to vote, either in person or by proxy, at any general meeting or upon any poll or to exercise any privilege as a Member in relation to meetings of the Company in respect of any shares held by him unless all calls or other sums presently payable by him in respect of those shares in the Company have been paid.

21.3.2 If any Member holding shares comprised in the relevant share capital (as defined in section 792 of the 2006Act) of the Company, or any other person appearing to be interested in shares held by such Member, has been duly served with a notice ("the First Notice") under section 793 of the 2006Act and is, in the opinion of the Board, in default for the Prescribed Period (as defined below) in supplying to the Company the information required by the First Notice, then the Board may in its absolute discretion at any time thereafter direct that:

21.3.2.1 in respect of shares in relation to which the default occurred ("the Default Shares", which expression shall include any further shares which are issued in respect of such shares) the Member shall not be entitled to be present or to vote at a general meeting or separate general meeting of any class of shares either personally or by representative or by proxy or to exercise any other right conferred by membership in relation to any such meetings;

21.3.2.2 where the Default Shares represent one quarter of one per cent or more of the issued amount of the class of shares concerned:

21.3.2.2.1 any dividend or other money which would otherwise be payable on the Default Shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the Member and that where an offer of the right to elect to receive ordinary shares instead of cash in respect of any dividend is or has been made, any election made thereunder by such Member in respect of the Default Shares shall not be effective; and/or

21.3.2.2.2 no transfer (other than an Approved Transfer (as defined below)) of any of the Default Shares shall be registered unless the Member is not himself in default as regards supplying the information requested, and the transfer is of part only of the Member's holding and when presented for registration is accompanied by a certificate by the Member in a form satisfactory to the Board to the effect that, after due and careful enquiry, the Member is satisfied that no person in default as regards supplying such information is interested in any of the shares which are the subject of the transfer.

The Company shall send to each Member to whom the First Notice was sent a written notification ("the Sanction Notice") of all restrictions imposed by the Board pursuant to this Article 21.3.2. The Company shall also send to each other person appearing to be interested in the Default Shares which are the subject of any Sanction Notice a copy of the notice, but the failure or omission by the Company to do so or the non-receipt by any such person of the copy shall not invalidate the notice

21.3.3 If after the service of a Sanction Notice in respect of any Default Shares the Board is satisfied that all information required by the First Notice from the Member or any other person appearing to be interested in such Default Shares has been supplied, the Company shall cancel the Sanction Notice within not more than seven days. A Sanction Notice shall also cease to have effect:

21.3.3.1 in relation to any shares which are transferred by means of an Approved Transfer, automatically at the time of registration of the transfer; or

21.3.3.2 if the Board resolves that one or more of such restrictions shall cease to apply, with effect from such resolution, in which case it shall as soon as reasonably practicable give written notice of such resolution to the Member in whose name the relevant Default Shares are registered and to any other person appearing to be interested in those Default Shares.

21.3.4 For the purpose of this Article 21.3:

21.3.4.1 a person shall (without prejudice to the provisions of the Act) be treated as appearing to be interested in any shares if the Member holding such shares comprised in the relevant share capital of the Company has given to the Company a notification under the said section 793 which either:

21.3.4.1.1 names such person as being so interested; or

- 21.3.4.1.2 fails to establish the identities of those interested in the shares and (after taking into account the said notification and any other relevant section 793 notification) the Board knows or has reasonable cause to believe that the person in question is or may be interested in the shares;
    - 21.3.4.2 the "Prescribed Period" in respect of any particular Member is 14 days from the date of service of the First Notice;
    - 21.3.4.3 a transfer of shares is an "Approved Transfer" only if:
      - 21.3.4.3.1 it is a transfer of shares to an offeror by way, or in pursuance, of acceptance of a takeover offer (for this purpose "takeover offer" means an offer to all the holders (other than the person making the offer and his nominees) of the shares in the Company to acquire those shares or a specified proportion of them, or to all the holders (or all the holders other than the person making the offer and his nominees) of a particular class of those shares to acquire the shares of that class or a specified proportion of them); or
      - 21.3.4.3.2 the Board is satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares to a party unconnected with the Member and with other persons appearing to be interested in such shares; or
      - 21.3.4.3.3 the transfer results from a sale made through a recognised investment exchange within the meaning of the Financial Services Act 1986 or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded.
  - 21.3.5 Neither the Company nor the Board shall in any event be liable to any person as a result of the Board having imposed restrictions on Default Shares pursuant to Article 21.3.2 or having failed to determine that such restrictions shall cease to apply if the Board has acted in good faith.
  - 21.3.6 The Board may at any time, in its discretion, suspend in whole or in part the imposition on any Default Shares of any restrictions either permanently or for any given period and may pay to a trustee any dividend or other moneys payable in respect of any Default Shares which are subject to the restriction referred to in Article 21.3.2.2.1 above. Notice of any suspension, specifying the restrictions suspended and the period of suspension, shall be given by the Company to the relevant person as soon as reasonably practicable thereafter.

- 21.3.7 Nothing contained in this Article 21.3 shall limit the power of the Company under section 794 of the 2006Act.
- 21.4 **Votes may be given personally or by proxy**
- On a poll votes may be given personally or by proxy and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way.
- 21.5 **Appointment of proxy to be in writing**
- The instrument appointing a proxy shall be in writing in the usual form, or such other form as shall be approved by the Directors, under the hand of the appointor or his duly constituted attorney; or if such appointor is a corporation, under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation. A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend on the same occasion provided that each proxy is appointed to exercise the rights attached to different shares held by such member. Deposit of an instrument of proxy shall not preclude a Member from attending and voting in person at the Meeting or any adjournment thereof.
- 21.6 **Deposit of proxy forms**
- The instrument appointing a proxy, together with the power of attorney (if any) under which it is signed, or a notarially certified copy thereof, shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in any instrument of proxy sent by the Company in relation to the meeting, not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote and in default such instrument shall not be treated as valid.
- 21.7 **Validity of proxy form**
- An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No instrument of proxy shall be valid after the expiry of 12 months from the date of its execution. When 2 or more instruments of proxy are received by the Company in respect of the same shareholding and the same meeting then only the instrument bearing the latest date shall be valid, except where two or more such instruments bear the same date, in which case only the latest to be received by the Company shall be accepted as the valid instrument of proxy, provided that if the Company is unable to determine which instrument was last delivered, then none shall be treated as valid.
- 21.8 **When votes by proxy valid though authority revoked**
- A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or incapacity of the principal or revocation of the instrument of proxy or the authority under which it was executed or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, or incapacity, revocation or transfer shall have been received at the Office or such other place as is specified for depositing the instrument of proxy before the last time at which a

proxy should have been delivered in order to be valid for use at the meeting or adjourned meeting or the holding of a poll subsequently thereto at which such vote is given.

#### **21.9 Corporations acting by representatives**

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

### **22 CLASS MEETINGS**

#### **22.1 Proceedings at meetings of classes of Members**

Any meeting for the purposes of Article 5 shall be convened and conducted in all respects as nearly as possible in the same way as a general meeting of the Company, provided that no Member, not being a Director, shall be entitled to notice thereof or to attend thereat unless he is a holder of shares of the class, the rights or privileges attached to which are intended to be varied or abrogated by the resolution, and that no vote shall be given except in respect of a share of that class, and that the quorum at any such meeting shall be two persons at least present holding or representing by proxy at least one-third in nominal value of the issued shares of the class, and at an adjourned meeting one person holding shares of the class in question or his proxy and that a poll may be demanded by any Member present in person or by proxy and entitled to vote at the meeting.

### **23 DIRECTORS AND OTHER OFFICERS**

#### **23.1 Number of Directors**

Unless and until otherwise determined by the Company in general meeting the number of Directors shall not be less than two and shall not be more than 12 (twelve). The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of the Directors is less than the prescribed minimum the remaining Director or Directors shall forthwith appoint an additional Director or additional Directors to make up such minimum or shall convene a general meeting of the Company for the purpose of making such appointment. If no Director or Directors are able or willing to act then any two shareholders may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall (subject to the provisions of the Statutes and these Articles) hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting and he shall not retire by rotation at such meeting or be taken into account in determining the rotation of retirement of Directors at such meeting.

### 23.2 **Fees of Directors**

There shall be paid out of the funds of the Company by way of remuneration of directors who are not managing or executive directors appointed under Article 25.1 fees at such rates as the Directors may from time to time determine provided that such fees do not in the aggregate exceed the sum of £125,000 (one hundred and twenty-five thousand pounds) per annum (exclusive of value added tax if applicable) or such other figure as the Company may in general meeting from time to time determine. Such fees shall be divided among such Directors in such proportion or manner as may be determined by the Directors and, in default of determination, equally.

### 23.3 **Travelling and hotel expenses and special remuneration**

The Directors (including any alternate directors) shall be entitled to be repaid all reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors including any expenses incurred in attending meetings of the Board or of Committees of the Board or general meetings and if, in the opinion of the Directors, it is desirable that any of their number should make any special journeys or perform any special services on behalf of the Company or its business, such Director or Directors may be paid such reasonable additional remuneration and expenses therefor as the Directors may from time to time determine. A Director may also be paid out of the funds of the Company all expenses incurred by him in obtaining professional advice in connection with the affairs of the Company or the discharge of his duties as a Director.

### 23.4 **Qualification of Directors and attendance at general meetings and separate general meetings**

A Director shall not be required to hold any shares in the Company by way of qualification. A Director who is not a Member of the Company shall be entitled to receive notice of and attend and speak at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

### 23.5 **Directors' power to fill casual vacancies**

Without prejudice to the power of the Company pursuant to these Articles, the Directors shall have power at any time to appoint any person either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Subject to the provisions of the Statutes and of these Articles, any Director so appointed shall hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting, and he shall not retire by rotation at such meeting or be taken into account in determining the rotation of retirement of Directors at such meeting.

## **24 ALTERNATE DIRECTORS**

### **24.1 Appointment and revocation**

Any Director may by writing under his hand appoint:

24.1.1 any other Director; or

24.1.2 any other person who is approved by the Board as hereinafter provided to be his alternate,

and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him, provided that no appointment of a person other than a director shall be operative unless and until the approval of the Board of Directors by a majority consisting of two-thirds of the whole Board shall have been given. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid where requisite appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine, provided that if any Director retires but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article 24.1 which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. The appointment of an alternate Director shall cease and determine on the happening of any event which, if he was a Director, would render him legally disqualified from acting as a Director or if he has a receiving order made against him or if he compounds with his creditors generally or if he becomes of unsound mind. An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum is present.

### **24.2 Alternate Director to be responsible for his own acts**

Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

### **24.3 Remuneration of alternate Director**

The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

## **25 MANAGING AND EXECUTIVE DIRECTORS**

### **25.1 Appointment**

Subject to the provisions of the Statutes, the Directors may from time to time appoint one or more of their body to be chairman or chief executive or joint chief executive or managing director or joint managing director of the Company or to hold such other executive office in relation to the management of the business of the Company as they may decide either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any service contract between him and the Company and without prejudice to any claim he may have for compensation or damages for breach of any such service contract) remove or dismiss him or them from such office and appoint another or others in his or their place or places.

### **25.2 Chief executive and managing directors to retire by rotation**

The chief executive or joint chief executive or the managing director or joint managing director (if any) for the time being of the Company shall, while he continues to hold such office, be subject to retirement by rotation and shall be taken into account in determining the number of directors to retire in each year, and he shall be subject to the same provisions as to resignation and removal as the other directors and, if he should cease to hold the office of Director from any cause, he shall (without prejudice to any claim he may have for compensation or damages for breach of any agreement between him and the Company) ipso facto and immediately cease to be chairman or chief executive or joint chief executive or managing director or joint managing director.

### **25.3 Remuneration of Directors**

The salary or remuneration of any chairman or chief executive or joint chief executive or managing director or joint managing director or executive Director of the Company shall, subject as provided in any contract, be such as the Directors or any committee of the Board may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, or may include the making of provision for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance benefits, or may be upon such other terms as the Directors determine.

### **25.4 Powers**

The Directors may from time to time entrust to and confer upon a chief executive or joint chief executive or managing director or joint managing director or executive Director for the time being such of the powers exercisable under these Articles by the Directors, other than power to make calls or forfeit shares, as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they may think expedient; and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

## **26 POWERS AND DUTIES OF DIRECTORS**

### **26.1 Directors to manage and control the business of the Company**

The business of the Company shall be managed by the Directors who in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them may exercise all such powers, and do all such acts and things as may be exercised or done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to such directions (being not inconsistent with any regulations of these Articles or the provisions of the Statutes) as may be given by the Company in general meeting. Provided that no direction given by the Company in general meeting shall invalidate any prior act of the Directors, which would have been valid if such direction had not been given, and the provisions contained in these Articles as to any specific power of the Directors shall not be deemed to abridge the general powers hereby given.

### **26.2 Directors' power to award pensions**

26.2.1 The Directors may establish or concur or join with other companies (being subsidiaries of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, annuities, sickness or compassionate allowances, life assurance benefits, donations, gratuities or other benefits for employees (which expression as used in this Article 26.2 shall include any director who may hold or have held any office or place of profit) and ex-employees of the Company and of any such other companies and their spouses or former spouses, relatives, families or dependants, or any class or classes of such persons.

26.2.2 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 retirement, superannuation, death or disability benefits to Directors, employees and ex-employees and their spouses or former spouses, relatives, families or dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or any such persons are or may become entitled under any such scheme or fund as aforementioned. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

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

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

**26.3 Director may hold office of profit under and may contract with Company**

- 26.3.1 A director may hold any other office or place of profit in the Company except that of Auditor in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other of these Articles. No Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either in regard to such other office or place of profit or as vendor, purchaser or otherwise. Subject to the provisions of the Statutes and save as therein provided no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be avoided, nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the Company for any profit realised by any such contract, arrangement, transaction or proposal by reason of such Director holding that office or of the fiduciary relation thereby established but the nature of his interest shall be disclosed by him in accordance with the provisions of the Statutes.

- 26.3.2 Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or proposed contract, transaction or arrangement or any other proposal whatever in which he has an interest which (together with any interest of any person connected with him) is to his knowledge a material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

- 26.3.3 Subject to the provisions of the Statutes and subject always to articles 26.4 and 26.5, a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution:

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

26.3.3.1.1 money lent or obligations incurred by him or by any other person at the request of, or for the benefit of, the Company or any of its subsidiaries; or

26.3.3.1.2 a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed

responsibility in whole or part under a guarantee or indemnity or by the giving of security;

- 26.3.3.2 relating to any arrangement or proposal where the Company or any of its subsidiaries is offering securities in which offer the Director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the Director is to participate;
  - 26.3.3.3 relating to another company in which he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in sections 783 to 785, 792, 808 to 811, 820 to 828 of the 2006Act) representing one per cent or more of either any class of the equity share capital, or the voting rights, in such company;
  - 26.3.3.4 relating to an arrangement for the benefit of the employees of the Company or any of its subsidiaries which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangements relate; or
  - 26.3.3.5 concerning insurance which the Company proposes to maintain or purchase for the benefit of the Directors or for the benefit of persons including the Directors.
- 26.3.4 A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof.
- 26.3.5 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under the provisions of Article 26.3.3.3 shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 26.3.6 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director (other than himself) shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed. In the event any such question is referred to the chairman as aforesaid and the chairman is also the Director in question the

other Directors shall appoint one of their number to be chairman for the purpose of such reference only.

For the purpose of this Article 26.3, an interest of a person who is, for the purposes of the Act, connected with a Director, shall be treated as such Director's interest and in relation to an alternate, an interest of his appointor shall be treated as such alternate's interest.

#### **26.4 Director's interest in contracts**

26.4.1 A Director may be party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated for his acts and in any such case (save as otherwise agreed by him) he may retain for his own absolute use and benefit all profits and advantages accruing to him under or in consequence of his acts and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

26.4.2 A Director may be in any way, directly or indirectly, interested in any contract of arrangement or transaction with the Company and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated therefore and in any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof. For the avoidance of doubt, the Company shall have no claim arising from, or in consequence of, the Director's interest in any contract or arrangement or transaction within the scope of this paragraph 26.4.2, and the Director shall not breach any of his duties to the Company as a result of having that interest.

#### **26.5 Directors' powers to authorise conflicts of interest**

26.5.1 The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

26.5.1.1 any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties);

26.5.1.2 a Director to accept or continue in any office, employment or position in addition to his office as a director of the Company and without prejudice to the generality of paragraph 26.5.1.1 may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises

provided that for this purpose the director in question and any other interested Director are not counted in the quorum at any board meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

26.5.2 If a matter, or office, employment or position, has been authorised by the directors in accordance with these articles 26.5.1 to 26.5.4 (inclusive) then:

26.5.2.1 the Director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;

26.5.2.2 the Director may absent himself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed; and

26.5.2.3 the Director may make such arrangements as such Director thinks fit for Board and committee papers to be received and read by a professional adviser on behalf of that director.

26.5.3 A Director shall not, by any reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been approved by the directors pursuant to articles 26.5.1 to 26.5.4 (inclusive) (subject in any case to any limits or conditions to which such approval was subject).

26.5.4 This article is without prejudice to the operation of articles 26.4.1 to 26.4.2.

## 26.6 **Disclosure of interests to the Board**

A Director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, arrangement or transaction with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract, arrangement or transaction is first considered, if he knows his interest then exists or, in any other case, at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this article:

26.6.1 a general notice given to the Board by a Director that he is to be regarded as having an interest (of the nature and extent specified in the notice) in any

contract, transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a sufficient disclosure under this article in relation to such contract, transaction or arrangement; and

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

**26.7 Exercise of voting powers**

The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors or other officers or servants of such company or voting or providing for the payment of remuneration to such officers or servants).

**26.8 Directors may join boards of other companies**

A Director of the Company may continue or become a Director or other officer, servant or member of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any remuneration or other benefits derived as a director or other officer, servant or member of such company.

**26.9 Power to authorise signatures and acceptances**

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

**26.10 Overseas branch register**

The Directors may exercise the powers conferred upon the Company by section 362 of the Act with regard to the keeping of an Overseas Branch Register and the Directors may (subject to the provisions of the section) make and vary such regulations as they may think fit respecting the keeping of any such Register.

**26.11 Provision for employees on cessation or transfer of business**

The Directors may exercise the powers conferred upon the Company by section 247 of the 2006Act with regard to making provisions for employees on the cessation or transfer of business. This article 26.11 shall only apply on an from the commencement in force of section 247 of the 2006Act.

## **27        PRESIDENT**

### **27.1      President**

The Directors may from time to time appoint a President of the Company (who need not be a Director of the Company) and may determine his duties and remuneration and the period for which he is to hold office.

## **28        LOCAL MANAGEMENT**

### **28.1      General powers**

The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in Articles 28.2 to 28.4 (inclusive) shall be without prejudice to the general powers conferred by this Article 28.1.

### **28.2      Local Board and delegation of powers**

The Directors from time to time, and at any time, may establish any local board or agencies for managing any of the affairs of the Company in any such specified locality, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration. And the Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, other than the power of making calls, and may authorise the members for the time being of any such local board, or any of them, to fill up the vacancies therein, and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation. Any person so appointed to any local board shall not by reason only of such appointment be entitled to attend and vote at meetings of the Directors.

### **28.3      Power to appoint attorney**

The Directors may at any time and from time to time by power of attorney under the Seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as the Directors may from time to time think fit; and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit.

### **28.4      Sub-delegation of powers**

Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

## **29 BORROWING POWERS**

### **29.1 Power to borrow money**

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

29.1.2 The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries so as to secure (as regards subsidiaries so far as by such exercise they can secure) that the aggregate amount at any one time owing by the Group (being the Company and all its subsidiaries) in respect of moneys borrowed, exclusive of moneys borrowed by the Company or any of its subsidiaries from any other of such companies, shall not at any time, without the previous sanction of the Company in general meeting, exceed a sum equal to 2 times the aggregate of:

29.1.2.1 the nominal capital of the Company for the time being issued and paid-up or credited as paid up; and

29.1.2.2 the amounts standing to the credit of the consolidated reserves of the Company and its subsidiaries whether distributable or undistributable and including (without limitation) share premium account capital redemption reserve fund and profit and loss account and including merger reserve arising on consolidation but excluding goodwill;

all as shown in a consolidation of the then latest audited balance sheets of the Company and each of its subsidiary companies but after:

29.1.2.3 making such adjustments as may be appropriate in respect of any variation in the issued and paid up share capital, the share premium account and the capital redemption reserve fund of the Company since the date of its latest audited balance sheet;

29.1.2.4 excluding therefrom:

29.1.2.4.1 any sums set aside for future taxation; and

29.1.2.4.2 amounts attributable to outside shareholders in subsidiaries;

29.1.2.5 deducting therefrom:

29.1.2.5.1 an amount equal to any distribution by the Company out of profits earned prior to the date of its latest audited

balance sheet and which have been declared, recommended or made since that date except so far as provided for in such balance sheet; and

29.1.2.5.2 any debit balances on profit and loss account.

29.1.3 For the purposes of this Article 29.1 "moneys borrowed" shall be deemed to include the following except insofar as otherwise taken into account:

29.1.3.1 the nominal amount of any issued share capital and the principal amount of any debentures or borrowed moneys, the beneficial interest or right to repayment whereof is not for the time being owned by any of the Company and its subsidiaries, and the payment or repayment whereof is the principal obligation of, or the subject of a guarantee or indemnity by, any of the Company and its subsidiaries or is secured on the assets of any of the Company and its subsidiaries;

29.1.3.2 the outstanding amount raised by acceptance by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any of the Company and its subsidiaries;

29.1.3.3 the principal amount of any debenture (whether secured or unsecured) of any of the Company and its subsidiaries owned otherwise than by any of the Company and its subsidiaries;

29.1.3.4 the principal amount of any preference share capital of any subsidiary owned otherwise than by any of the Company and its subsidiaries;

29.1.3.5 any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing; and

29.1.3.6 any fixed amount in respect of a hire purchase agreement or of a finance lease payable in either case by the Company or any of its subsidiaries which would be shown at the material time as an obligation in a balance sheet prepared in accordance with the accounting principles used in the preparation of the relevant balance sheet (and for the purpose of this Article 29.1.3.6 "finance lease" means a contract between a lessor and the Company or any of its subsidiaries as lessee or sub-lessee where substantially all the risks and rewards of the ownership of the asset lease or sub-lease are to be borne by that company and "hire purchase agreement" means a contract of hire purchase between a hire purchase lender and the Company or any of its subsidiaries as hirer);

but shall be deemed not to include:

- 29.1.3.7 borrowings for the purposes of repaying the whole or any part of borrowings by any of the Company and its subsidiaries for the time being outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period; and
  - 29.1.3.8 borrowings for the purpose of financing any contract in respect of which any part of the price receivable by any of the Company and its subsidiaries is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade or by any other Governmental department fulfilling a similar function, to an amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured.
- 29.1.4 A report by the Auditors as to the aggregate amount which may at any one time in accordance with the provisions of Article 29.1.2 be owing by the Company and its subsidiaries without such sanction as aforesaid shall be conclusive in favour of the Company and all persons dealing with the Company.
- 29.1.5 When the aggregate amount of borrowings required to be taken into account for the purposes of Article 29.1.2 on any particular day is being ascertained, any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:
- 29.1.5.1 at the rate of exchange prevailing on that day in London, provided that all but not some only of such moneys shall be converted at the rate of exchange prevailing in London six months before such day if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business); or
  - 29.1.5.2 where the repayment of such moneys is expressly covered by a forward purchase contract, at the rate of exchange specified therein.
- 29.1.6 No debt incurred or security given in respect of moneys borrowed in excess of the limit hereby imposed shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or would thereby be exceeded.

## 29.2 **Mode of borrowing**

Subject as aforesaid the Directors may exercise all the powers of the Company to borrow or raise money upon or by the issue or sale of any bonds, debentures, or securities, and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as they may think

proper, including a right for the holders of bonds, debentures, or securities, to exchange the same for shares in the Company of any class authorised to be issued.

### **29.3 Security for payment of moneys borrowed or raised**

Subject as aforesaid the Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage of or charge upon all or any part of the undertaking or property of the Company, both present and future, and upon any capital remaining unpaid upon the shares of the Company whether called up or not, or by any other security, and the Directors may confer upon any mortgagees or persons in whom any debenture or security is vested, such rights and powers as they think necessary or expedient; and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or raised, and confer upon the trustees or any receiver to be appointed by them or by any debenture-holder such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company or the management or the realisation thereof or the making, receiving, or enforcing of calls upon the Members in respect of unpaid capital, and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.

### **29.4 Security for payment of moneys**

The Directors may give security for the payment of moneys payable by the Company in like manner as for the payment of moneys borrowed or raised, but in such case the amount shall for the purposes of the above limitation be reckoned as part of the money borrowed.

### **29.5 Inspection of Register of Charges**

The Directors shall keep a Register of Charges in accordance with the Act and the fee to be paid by any person other than a creditor or Member of the Company for each inspection of the Register of Charges to be kept under the Act shall be such fee as is laid down by the Act.

## **30 DISQUALIFICATION OF DIRECTORS**

### **30.1 Office of Director to be vacated**

The office of a Director shall be vacated if:

- 30.1.1 (not being a person holding for a fixed term an executive office) he shall resign by writing under his hand left at the Office or if (being such a person) he shall tender his resignation and the Directors shall resolve to accept the same;
- 30.1.2 he ceases to be a Director by virtue of any provision of the Statutes or becomes prohibited by law from being a Director;
- 30.1.3 he becomes bankrupt or shall have a receiving order made against him or shall compound with his creditors generally;

- 30.1.4 an Order is made by any court of competent jurisdiction on the ground of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his affairs;
- 30.1.5 not having leave of absence from the Directors he or his alternate (if any) fail to attend the meetings of the Directors for six successive months unless prevented by illness, unavoidable accident or other cause which may seem to the Directors to be sufficient and the Directors resolve that his office be vacated;
- 30.1.6 he is removed by an ordinary resolution of the Company in accordance with the provisions of these Articles; or
- 30.1.7 he is removed by a resolution in writing signed by a minimum of 75% of the Directors in accordance with the provisions of Article 31.8;

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

## **31 RETIREMENT, ELECTION AND APPOINTMENT OF DIRECTORS**

### **31.1 Rotation and retirement of Directors**

At each annual general meeting, one-third of the Directors who are subject to retirement by rotation, or if their number is not three or a multiple of three, then the number nearest to but not exceeding one-third, or if their number is less than three then one of them, shall retire from office. A Director retiring at a meeting shall retain office until the dissolution of such meeting.

### **31.2 Which Director to retire**

The Directors to retire at each annual general meeting shall be Directors who wish to retire and not offer themselves for re-election, if any, and to the extent that the number of such Directors is insufficient to meet the number required to retire under Article 31.1 the one-third of the Directors or other nearest number who have been longest in office. As between two or more who have been in office an equal length of time, the Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office. A retiring Director shall be eligible for re-election. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the start of business on the date of the notice convening the annual general meeting and no Director shall be requested to retire or be relieved from retiring by reason of any change in the number or identity of the Directors after that time but before the close of the meeting.

**31.3 Meeting to fill vacancies**

The Company at any general meeting at which any Directors retire in manner aforesaid, may, subject to any resolution reducing the number of Directors, fill up the vacated offices by electing a like number of persons to be Directors and may fill up any other vacancies.

**31.4 Retiring Director to remain in office until successor appointed**

If at any general meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, then, subject to any resolution reducing the number of Directors, the retiring Directors, or such of them as have not had their places filled up, shall, if willing, continue in office until the dissolution of the annual general meeting in the next year, unless, as regards any particular Director, a resolution for his re-election shall have been put to the meeting and lost.

**31.5 Appointment of Directors to be voted upon individually**

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

**31.6 Notice to propose new Directors**

No person except a retiring Director or a person recommended by the Directors for election shall be elected a Director unless notice in writing shall be sent to the Secretary not more than 42 days and not less than 7 days before the day of the meeting at which the election is to take place, signed by a Member duly qualified to attend and vote at each meeting stating the name and address of the person who offers himself or is proposed as a candidate, together with a notice in writing signed by such person of his willingness to be elected.

**31.7 Power to increase or reduce the number of Directors**

The Company in general meeting may from time to time as special business increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office and, without prejudice to the provisions of these Articles, may in general meeting appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

**31.8 Power to remove Director**

Without prejudice to the provisions of the Statutes, any Director may be removed from office before the expiration of his term of office by a resolution in writing signed by a minimum of 75% of the Directors.

**31.9 Power to appoint Director in place of one removed**

The Company may by ordinary resolution appoint another person in place of the Director removed pursuant to the provisions of the Statutes or by ordinary resolution, and the person so appointed shall hold office during such time only as the Director in whose place

he is appointed would have held the same if he had not been removed, but this provision shall not prevent him from being eligible for re-election.

## **32 PROCEEDINGS OF DIRECTORS AND COMMITTEES**

### **32.1 Meetings of Directors**

The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors present in person shall constitute a quorum. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. One Director may, and the Secretary shall at the request of a Director, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to a Director who is not within the United Kingdom. A meeting of Directors is deemed to take place where the largest group of those participating is assembled. If there is no such group then the meeting takes place where the chairman of the meeting then is.

### **32.2 Participation by telephone or facsimile**

32.2.1 Any Director or his alternate may validly participate in a meeting of the Directors through the medium of a conference telephone or any other form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting, or by a series of telephone calls from the chairman of the meeting or by exchange of facsimile transmissions addressed to the chairman of the meeting.

32.2.2 A person so participating by being present or being in telephone communication with or by exchanging facsimile transmissions with those in the meeting or with the chairman of the meeting shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.

32.2.3 A resolution passed at any meeting held in the above manner, and signed by the chairman of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the Directors (or committee, as the case may be) duly convened and held.

### **32.3 Notice of meetings of Directors**

Notice of meetings of the Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director shall be treated as having waived his entitlement to notice of meetings of the Directors

unless he supplies the Company with the information necessary to ensure that he receives notice of a meeting before it takes place.

**32.4 Chairman of Directors**

The Directors may elect a chairman or joint chairman and one or more deputy chairmen of their meetings and determine the period for which he is or they are to hold office, but if no such chairman or deputy chairman is elected, or if at any meeting neither the chairman nor a deputy chairman is present at the time appointed for holding the same, the Directors present shall choose some one of their number to be chairman of such meeting.

**32.5 Directors may act if quorum present**

A duly convened meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under these Articles for the time being vested in or exercisable by the Directors generally.

**32.6 Resolution in writing**

A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as effective for all purposes as a resolution of those Directors passed at a meeting duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors. Provided that such a resolution need not be signed by an alternate Director if it is signed by the Director who appointed him.

**32.7 Directors may appoint committees**

The Directors may delegate any of their powers (including the power to sub-delegate) to any committee consisting of such person or persons (whether or not Directors) as they think fit, provided that the majority of the members of the committee are Directors and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are Directors.

**32.8 Committees subject to control of Directors**

All committees shall in the exercise of the powers delegated to them and in the transaction of business, conform to any mode of proceedings and regulations which may be prescribed by the Directors, and subject thereto may regulate their proceedings in the same manner as the Directors may do. Subject to the provisions of Article 32.7, resolutions passed by any such committee shall be valid and take effect as if they had been passed by the Directors.

**32.9 Minutes of proceedings**

The Directors shall cause minutes to be made of the following matters, namely:

- 32.9.1 all appointments of officers, and committees made by the Directors, and of their salary or remuneration;

- 32.9.2 the names of Directors present at every meeting of the Board or of committees of Directors, and all business transacted at such meetings; and
- 32.9.3 all orders, resolutions and proceedings of all meetings of the Company of the holders of any class of shares in the Company and of the Directors and committees of Directors.

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

**32.10 Defective appointment of Directors not to invalidate their acts**

All acts done by a meeting of the Directors, or of a committee, or by any person acting as a Director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office, be as valid as if every such person had been duly appointed, and were duly qualified and had continued to be a Director.

**33 SECRETARY**

**33.1 Secretary**

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

**33.2 Assistant Secretary**

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

**34 RESERVES**

**34.1 Reserves out of profits**

Subject to the Statutes, the Directors may before recommending any dividends, whether preferential or otherwise, carry to reserve out of the profits of the Company such sums as they think proper. All sums standing to reserve may be applied from time to time in the discretion of the Directors for meeting depreciation or contingencies or for special dividends or bonuses or for equalising dividends or for repairing, improving or maintaining any of the property of the Company or for such other purposes as the Directors may think

conducive to the objects of the Company or any of them 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 reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. Any sum which the Directors may carry to reserve out of the unrealised profits of the Company shall not be mixed with any reserve to which profits available for distribution have been carried. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.

## **35 DIVIDENDS**

### **35.1 Declaration of dividends**

Subject as hereinafter provided the Company by ordinary resolution in general meeting may declare a dividend to be paid to the Members according to their respective rights and interests in the profits, but no larger dividend shall be declared than is recommended by the Directors.

### **35.2 Dividends not to bear interest**

No dividend or other moneys payable by the Company shall bear interest as against the Company.

### **35.3 Payment of dividends**

Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid-up on the shares in respect whereof the dividend is paid, but no amount paid-up on a share in advance of calls shall be treated for the purpose of this Article 35.3 as paid-up on the share. Subject as aforesaid, all dividends shall be apportioned and paid proportionately to the amounts paid-up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share carries any particular rights as to dividends such share shall rank for dividend accordingly.

### **35.4 Dividends to joint holders**

In case several persons are registered as joint holders of any share any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

### **35.5 Interim dividends**

The Directors may from time to time declare and pay an interim dividend to the Members.

### **35.6 Dividends payable in accordance with the Statutes**

No dividend or interim dividend shall be payable except in accordance with the provisions of the Statutes.

### 35.7 **Unclaimed dividends**

All dividends, or other sums payable on or in respect of a share unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. Any dividend unclaimed after a period of 12 years from the due date for payment shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.

### 35.8 **Entitlement to dividends**

Every dividend shall belong and be paid (subject to the Company's lien) to those Members who shall be on the Register at the date fixed by the Directors for the purpose of determining the persons entitled to such dividend (whether the date of payment or some other date) notwithstanding any subsequent transfer or transmission of shares.

### 35.9 **Calls or debts may be deducted from dividends**

The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to shares of the Company.

### 35.10 **Method of payment of dividends**

The Company may pay any dividend interest or other sum payable in cash or by direct debit, bank transfer, cheque, dividend warrant, or money order and may render the same by post to the Members or persons entitled thereto, and in case of joint holders to the Member whose name stands first in the Register, or to such person and address as the holder or joint holders may direct, and the Company shall not be responsible for any loss of any such cheque, warrant, or order. As the Board may determine, every such cheque, warrant or order shall be made payable either to or to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and may be crossed "A/c Payee" or otherwise and payment of the cheque, warrant or order shall be a good discharge to the Company.

### 35.11 **Payment of dividends in specie**

With the sanction of an ordinary resolution in general meeting any dividend may be paid and satisfied either wholly or in part by the distribution of specific assets and in particular of paid-up shares or debentures of any other company, and the Directors shall give effect to any such direction provided that no such distribution shall be made unless recommended by the Directors. Where any difficulty arises in regard to the distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional entitlements, in each case in certificated or uncertificated form as the directors may determine, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments may be made to any Members upon the footing of the value so fixed, in order to adjust the rights of all parties, and may vest any such assets in trustees upon trust for the persons entitled to the dividend as may seem expedient to the Directors.

## 35.12 **Scrip Dividend**

Subject to the provisions of the Statutes, but without prejudice to Article 21.3, the Directors may, if authorised by an ordinary resolution of the Company, offer the holders of ordinary shares (subject to such exclusions or other arrangements as the Directors may consider necessary or expedient in relation to any legal or practical problems under the laws of any overseas territory or the requirements of any regulatory body or stock exchange) the right to elect to receive new ordinary shares credited as fully paid instead of cash, in respect of all or part of any dividend and in any such case the following provisions shall all apply.

- 35.12.1 The said ordinary resolution may specify a particular dividend or dividends, or may specify all or any dividends declared within a specified period being not greater than five years.
- 35.12.2 Unless the terms of the said ordinary resolution expressly provide, the holders of ordinary shares shall not be entitled to elect to take the whole amount of any particular dividend in new ordinary shares and shall be obliged to take at least such amount thereof on each ordinary share in any calendar year as the Directors shall in their absolute discretion determine as necessary to ensure the status of the ordinary shares as a wider range investment under the Trustee Investment Act 1961.
- 35.12.3 The basis of allotment to each holder shall be such number of ordinary shares credited as fully paid as have a value as nearly as possible equal to (but not greater than) the amount of the dividend (disregarding any tax credit) which he has elected to forego. For this purpose the "value" of an ordinary share shall be deemed to be whichever is the greater of its nominal value and the average of the middle market quotations of an ordinary share on the London Stock Exchange as derived from the Daily Official List on the day on which the shares are first quoted "ex" the relevant dividend and the four subsequent dealing days or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the Auditors as to the amount of the value in respect of any dividend shall be conclusive evidence of that amount.
- 35.12.4 No fraction of an ordinary share shall be allotted and, if any holder would otherwise be entitled to fractions of a share, the Directors may deal with the fractions as they think fit including (without limitation) provisions whereby, in whole or in part, the benefit thereof accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any shareholder and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of such shareholder of fully paid ordinary shares.
- 35.12.5 The Directors, after determining the basis of allotment, shall notify the holders of ordinary shares in writing of the right of election offered to them in exercising the right of election.

- 35.12.6 The net cash amount of the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be paid on ordinary shares in respect of which an election has been duly made (the "elected shares") and instead additional ordinary shares shall be allotted to the holders of the elected shares on the basis of allotment determined as aforesaid. For such purpose the Directors may:
- 35.12.6.1 apply the said net cash amount in subscribing, in full or by instalments, for such number of unissued ordinary shares calculated on the basis of allotment determined as aforesaid;
  - 35.12.6.2 capitalise, out of any amount standing to the credit of any reserves or fund (including the profit and loss account, any share premium account or capital redemption reserve), whether or not the same is available for distribution, as the Directors may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and apply it in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to the holders of the elected shares on such basis; or
  - 35.12.6.3 give effect to any such election in such other manner as the Directors in their absolute discretion may determine.
- 35.12.7 The additional ordinary shares so allotted shall be allotted as of the record date for the dividend in respect of which the right of election has been offered and shall rank *pari passu* in all respects and form one uniform class with the fully paid ordinary shares then in issue, except that they shall not rank for any dividend or other distribution or other entitlement which has been declared, made, paid or is payable by reference to such record date.
- 35.12.8 The Directors may terminate, suspend or amend any offer of the right to elect to receive ordinary shares in lieu of the cash dividend at any time.
- 35.12.9 The Directors may issue forms of election and mandate forms under which holders of ordinary shares, or persons entitled by transmission to such shares may elect to receive shares instead of cash both in respect of the relevant dividend and in respect of future dividends not declared or resolved (and accordingly in respect of which the basis of allotment shall not have been determined until such form of election or mandate form is varied or cancelled as appropriate in accordance with its terms).
- 35.12.10 The Directors have the power to do all acts and things as they may consider necessary or expedient to give effect to the provisions of this Article 35.12.

## **36 CAPITALISATION OF PROFITS AND RESERVES**

### **36.1 Capitalisation of profits**

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

- 36.1.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the Company (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of the Company's share premium account or capital redemption reserve funds or other distributable reserves;
- 36.1.2 appropriate the profits or sum resolved to be capitalised to the Members who would have been entitled to it if it were distributed by way of dividend and in the same proportion and apply such profits or 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 such profits or sum, and allot and distribute such shares or debentures credited as fully paid-up, to and amongst such Members or as they may direct, in those proportions, or partly in one way and partly in the other, provided that the share premium account and the capital redemption reserve fund and any such profits which are not available for distribution may, for the purposes of this Article 36.1, only be applied in the paying up of unissued shares to be issued to Members credited as fully paid; and provided that, in the case where any sum is applied in paying amounts for the time being unpaid on any shares of the Company or in paying up in full debentures of the Company, the amount of the net assets of the Company at that time is not less than the aggregate of the called up share capital of the Company and its undistributable reserves and would not be reduced below that aggregate by the payment thereof as shown in the latest audited accounts of the Company or such other accounts as may be relevant;
- 36.1.3 resolve that any shares allotted under this Article 36.1 to any Member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividend;
- 36.1.4 make such provisions by the issue of fractional entitlement (in certificated or uncertificated form) or by payment in cash or otherwise as the Directors think fit for the case of shares or debentures becoming distributable under this Article 36.1 in fractions (including the sale of fractional entitlements for the benefit of the Company);
- 36.1.5 authorise any person to enter on behalf of all the Members concerned into an agreement with the Company providing for:
  - 36.1.5.1 the allotment to them respectively, credited as fully paid-up, of any shares or debentures to which they may be entitled upon such capitalisation;

36.1.5.2 the payment by the Company on behalf of such Members of the amounts remaining unpaid on their existing shares by the application thereto of their respective proportion of such profit or reserves resolved to be capitalised (any agreement made under such authority being thereupon effective and binding on all such Members); and

36.1.6 generally do all acts and things required to give effect to such resolution as aforesaid.

## **37 RECORD DATES**

### **37.1 Record dates**

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

## **38 ACCOUNTS**

### **38.1 Inspection of accounting records and Register of Members**

The Directors shall from time to time determine whether and to what extent and at what time and places, and under what conditions or regulations the accounting records of the Company, or any of them, shall be open to the inspection of the Members, and no Member shall have any right of inspecting any accounting record or other document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting. The Register shall be open for inspection by any Member or other person entitled to inspect the same, and any person other than a Member inspecting the same shall pay such fee as is laid down by the Act.

### **38.2 Copy of reports and accounts to be sent to Members**

Subject as hereinafter provided, a printed copy of every profit and loss account and balance sheet, including all documents required by law to be annexed to the balance sheet which is to be laid before the Company in general meeting, together with copies of the Directors' and of the Auditors' reports shall (in accordance with and subject as provided by the Statutes) not less than 21 clear days before the date of the meeting be sent to every Member (whether he is or is not entitled to receive notices of general meetings of the Company) and every holder of debentures of the Company (whether he is or is not so entitled) and the Auditors and all other persons, being persons so entitled, and the requisite number of copies of these documents shall (if necessary) at the same time be forwarded to the appropriate department of the London Stock Exchange, provided that the requirements of this Article 38.2 shall be deemed to be satisfied in relation to Members by sending to each Member, where permitted by the Statutes and instead of the said copies,

a summary financial statement derived from the Company's annual accounts and the Directors' report and prepared in the form and containing the information prescribed by the Statutes and any regulations made thereunder. A copy of the accounts shall also be available on the Company's website.

## **39 SEALS AND AUTHENTICATION OF DOCUMENTS**

### **39.1 The Seal**

The Directors shall provide a common seal for the Company and shall have power from time to time to destroy the same and to substitute a new seal in lieu thereof.

### **39.2 Official seal**

The Directors may exercise the powers conferred on the Company by section 40 of the Act with regard to having an official seal solely for sealing documents creating or evidencing securities of the Company. Any such documents to which such official seal is affixed need not be signed by any person.

### **39.3 Official seal for use abroad**

The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

### **39.4 Safe custody of seals**

39.4.1 The Directors shall provide for the safe custody of every seal of the Company. The Seal shall never be affixed to any document except by the authority of a resolution of the Directors which authority may be of a general nature and need not apply only to specific documents or transactions. Subject as in Article 39.4.2 provided, one Director and a witness shall sign autographically every instrument to which the Seal shall be affixed and in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the Seal has been affixed save that as regards any certificate for shares or debentures or other securities of the Company the Board may by resolution determine that such signature or either of them be dispensed with or affixed by some method or system of mechanical signatures.

39.4.2 Without prejudice to the provisions of Article 39.4.1, any document expressed to be made as and with the intention of creating a deed may be executed by or on behalf of the Company in any manner prescribed by the Statutes provided always that any such document shall not be executed except with the prior authority of a resolution of the Directors.

### **39.5 Authentication of documents**

Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any document affecting the constitution of the Company and any resolution

passed by the Company or the Board or any committee and any books, records, documents and accounts relating to the business of the Company and may certify copies thereof or extracts therefrom as true copies or extracts and if any books, records, documents or accounts are elsewhere than at the registered office of the Company the local manager or other officer of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution or an extract from the minutes of a meeting of the Company or of the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or as the case may be that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

## **40 NOTICES**

### **40.1 Service of notice on Members**

A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address, or at any other address in the United Kingdom which the Member shall have in writing given to the Company as his address for service.

### **40.2 When registered address not in the United Kingdom**

Any Member whose registered address shall not be in the United Kingdom, and who shall not have given to the Company an address for service of notices in the United Kingdom, shall not be entitled to receive any notices whatsoever, but the Directors may, if they think proper, serve any notice upon such Member in manner above mentioned.

### **40.3 Evidence of service**

40.3.1 A notice or other document addressed to a Member at his registered address or address for service in the United Kingdom shall, if served by post, be deemed to have been served at the latest within 24 hours if prepaid as first class and within 48 hours if prepaid as second class, after the same shall have been posted, and in proving such service it shall be sufficient to prove that the cover containing the same was properly addressed and put into a post office.

40.3.2 The Company is generally and unconditionally authorised to use electronic communications with its shareholders and in particular to send or supply documents or information to its shareholders by making them available on a website. Accordingly, the Company may, subject to the provisions of the Statutes, give or send to any members any notice or other document (excluding a share certificate) by electronic communication where:

40.3.2.1 the Company and that member have agreed to the use of electronic communication for sending copies of documents to the member and:

- 40.3.2.1.1 the documents are documents to which the agreement applies; and
- 40.3.2.1.2 copies of the documents are sent using electronic communication to such address (or to one of such addresses if more than one) as may for the time being be notified by the member to the Company for that purpose;
- 40.3.2.2 the Company and that member have agreed to that member having access to documents on a website (instead of the documents being sent to him) and:
  - 40.3.2.2.1 the documents are documents to which the agreement applies; and
  - 40.3.2.2.2 the text and images in the documents can be (as appropriate) read or seen using the naked eye; and
  - 40.3.2.2.3 the member is notified in a manner for the time being agreed for the purpose between the member and the Company of:
    - 40.3.2.2.3.1 the presence of the documents on a website;
    - 40.3.2.2.3.2 the address of that website;
    - 40.3.2.2.3.3 the place on that website where the documents may be accessed and how they may be accessed; and
    - 40.3.2.2.3.4 the period of time for which the documents will be available on the website which must be the period specified in any applicable provision of the Statutes, or, if there is no such period specified, for a period of not less than twenty-eight days from the date of notification or, if later, until the conclusion of any general meeting to which the documents relate; and
  - 40.3.2.2.4 the documents are published on that website throughout the period referred to in sub-paragraph 40.3.2.2.3.4 above, provided that, if the documents are published on that website for a part but not all of such period, the documents will be treated as published throughout that period if the failure to publish those documents throughout that period is wholly attributable

to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

- 40.3.3 A member of the Company which is itself a company shall be deemed to have agreed that the Company may send a notice or other document in accordance with paragraph 40.3.2.1.1 above if that member is deemed by a provision in the Statutes to have agreed that the notice or document may be so sent.
- 40.3.4 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.
- 40.3.5 A member present either in person or by proxy, at any meeting of the Company or the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

#### 40.4 **Notice to joint holders**

- 40.4.1 All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share.
- 40.4.2 Save where prohibited by law, in any case where (but for this article 40.4.2) the agreement or consent of all the joint holders of a share is required for notice to be served, or documents or information to be sent, in a particular manner, then the agreement or consent of that one of the joint holders of the share whose name stands first in the Register of Members in respect of the share shall be sufficient agreement or consent for the purpose in question.

#### 40.5 **Notice in case of death or bankruptcy**

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

#### 40.6 **Signature on notices**

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

#### 40.7 **Notice by advertisement**

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

#### 40.8 **failure to notify contact details**

40.8.1 If the Company sends two consecutive documents to a member over a period of at least 12 months and each of those documents is returned undelivered or the Company receives notification that it has not been delivered, that member ceases to be entitled to receive notices from the Company.

40.8.2 A member who has ceased to be entitled to receive notices from the Company shall become entitled to receive such notices again by sending the Company a new address to be recorded in the Register of Members, or if a member has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs to use that means of communication effectively.

### 41 **UNTRACED SHAREHOLDERS**

#### 41.1 **Untraced shareholders**

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

41.1.1.1 for a period of 12 years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the Member or to the person entitled by transmission to the share or stock at his address on the Register or other the last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission, provided that in any such period of 12 years the Company has paid at least 3 dividends whether interim or final and no such dividend has been claimed;

41.1.1.2 the Company has, at the expiration of the said period of 12 years by advertisement in a national daily newspaper and in a newspaper circulating in the area in which the address referred to in Article 41.1.1.1 of these Articles is located, given notice of its intention to sell such share or stock;

41.1.1.3 the Company has not, during the further period of 3 months after the date of the advertisement and prior to the exercise of the power of sale, received any communication from the Member or person entitled by transmission; and

41.1.1.4 the Company has first given notice in writing to the London Stock Exchange of its intention to sell such shares or stock and drafts of the advertisements referred to in Article 41.1.1.2 of these Articles shall have been submitted to the London Stock Exchange for approval.

To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such share or stock and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by the transmission to such share or stock. The Company shall account to the Member or other person entitled to such share or stock for the net proceeds of such sale by carrying all moneys in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor, and not a trustee in respect thereof for such Member or other person. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company (if any) as the Directors may from time to time think fit).

41.1.2 The Company shall be entitled to cease sending dividend warrants or cheques by post to any Member if such warrants or cheques have been returned undelivered or left uncashed on two consecutive occasions or following one such occasion reasonable enquiries have failed to establish any new address of such Member.

## **42 AUDITORS**

### **42.1 Appointment of the Auditors**

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

### **42.2 Acts of the Auditors valid**

Subject to the provisions of the Statutes, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid,

notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

#### **42.3 Notices to the Auditors**

The Auditors shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any Member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns them as auditors.

### **43 MISCELLANEOUS**

#### **43.1 Indemnity**

Subject to the provisions of and so far as may be permitted by the Statutes, the Company may purchase and maintain for any Director or other officer, insurance against any liability. Subject to those provisions but without prejudice to any indemnity to which the person concerned may be otherwise entitled, every Director, alternate Director, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto, including without prejudice to the generality of the foregoing all costs, charges, losses, expenses and liabilities incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted, or alleged to have been done or omitted, by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any Statute for relief from liability in respect of any such act or omission in which relief is granted to him by the courts.