

NO. 07063562

**THE COMPANIES ACT 2006
PUBLIC COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION OF SUPERDRY PLC

(As adopted by Special Resolution passed on _____ 2024)

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PRELIMINARY

1 **Model articles not to apply**

No regulations or articles set out in any schedule to, or contained in any order, regulation made under, any statute or in any statutory instrument or other subordinate legislation concerning companies (including the regulations in the Companies (Model Articles) Regulations 2008) shall apply to the Company, but the following shall be the Articles of Association of the Company.

2 **Interpretation**

2.1 In these Articles, unless the context otherwise requires, the following expressions have the following meanings:

address: includes a number or address used for the purposes of sending or receiving documents or information by electronic means;

these Articles: these Articles of Association as originally adopted or altered or varied from time to time (and “**Article**” means one of these Articles);

Auditors: the auditors for the time being of the Company or, in the case of joint auditors, any one of them;

authenticated: (subject to section 1146 CA 2006) authenticated in such manner as the Board may in its absolute discretion determine;

Board: the board of Directors for the time being of the Company or the Directors present or deemed to be present at a duly convened meeting of Directors at which a quorum is present;

CA 2006: the Companies Act 2006;

cash memorandum account: an account so designated by the Operator of the relevant system;

Chairman: the chairman (if any) of the Board or, where the context requires, the chairman of a general meeting of the Company;

clear days: (in relation to the period of a 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;

Company: means Superdry plc;

Companies Acts: shall have the meaning given thereto by section 2 of CA 2006 but shall only extend to provisions which are in force at the relevant date;

Deferred Share: a deferred share in the capital of the Company;

Deferred Shareholder: a holder from time to time of one or more Deferred Shares;

Depository: a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the Board whereby such custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the Board for the purpose of these Articles, and shall include, where approved by the Board, the trustees (acting in their capacity as such) of any employees’ share scheme established, by the Company or any other scheme or arrangement principally for the benefit of employees or those in the service of the Company

and/or its subsidiaries or their respective businesses and the managers (acting in their capacity as such) of any investment or savings plan, which in each case the Board has approved;

Director: a director for the time being of the Company;

electronic form and **electronic:** have the meanings given to them in section 1168 CA 2006;

execution: includes any mode of execution (and “**executed**” shall be construed accordingly);

holder: (in relation to any share) the member whose name is entered in the Register as the holder or, where the context permits, the members whose names are entered in the Register as the joint holders of that share;

member: a member of the Company or, where the context requires, a member of the Board or of any committee;

Office: the registered office for the time being of the Company;

Operator: Euroclear UK & Ireland Limited or such other person as may for the time being be approved by HM Treasury as Operator under the Regulations;

Ordinary Share: an Ordinary Share of the Company (as defined in Article 5);

paid up: paid up or credited as paid up;

participating security: means a security title to units which are permitted by the Operator to be transferred by means of a relevant system;

Register: the register of members of the Company to be kept pursuant to CA 2006 or, as the case may be, any overseas branch register kept pursuant to Article 118;

Regulations: The Uncertificated Securities Regulations 2001 (SI 2001 No 3755) as amended from time to time and any provisions of or under CA 2006 which supplement or replace such Regulations;

relevant system: a computer-based system and procedures, which enable title of units to a security to be evidenced and transferred without a written instruction pursuant to the Regulations;

Seal: the common seal of the Company or any official or securities seal that the Company may be permitted to have under CA 2006;

Secretary: the secretary for the time being of the Company or any other person appointed to perform any of the duties of the secretary of the Company including (subject to the provisions of the Statutes) a joint, temporary, assistant or deputy secretary;

share: a share of the Company, other than the Deferred Shares, and “shares” shall be construed accordingly;

Share Warrant: a warrant to bearer issued by the Company in respect of its shares;

Statutes: the Companies Acts, the Regulations and every, statute or statutory instrument for the time being in force and affecting the Company;

treasury shares: shares which have been bought by the Company out of its distributable reserves and not cancelled;

United Kingdom: Great Britain and Northern Ireland;

working day: has the same meaning as set out in section 1173(1) CA 2006;

writing or written: printing; typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form, including (subject to the provisions of the Statutes) in electronic form.

- 2.2 In these Articles, unless the context otherwise requires:
- 2.2.1 words in the singular include the plural, and vice versa;
 - 2.2.2 words importing the masculine gender include the feminine gender;
 - 2.2.3 a reference to a person includes a body corporate and an unincorporated body of persons; and
 - 2.2.4 a reference to an uncertificated share or uncertificated Deferred Share or to a share or Deferred Share (or to a holding of shares or Deferred Shares) being in uncertificated form are references to that share or Deferred Share being an uncertificated unit of a security which, for the time being, is a participating security;
 - 2.2.5 references to a certificated share or to a share being in certificated form are references to that share being a unit of a security which is not an uncertificated unit;
 - 2.2.6 a reference to any statute or statutory provisions shall include any orders, regulations or other subordinate legislation made under it and any statutory modification or re-enactment of it for the time being in force; and
 - 2.2.7 words or expressions shall have the meaning given to them in CA 2006.
- 2.3 The headings are inserted for convenience only and shall not affect the construction of these Articles.
- 2.4 The liability of the members is limited to the amount, if any, unpaid on the shares and Deferred Shares held by them.
- 3 Form of resolution**
- Subject to CA 2006, where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.
- 4 Uncertificated shares**
- 4.1 Notwithstanding anything in these Articles to the contrary, any shares in the Company may be issued, held, registered, converted to, transferred or otherwise dealt with in uncertificated form and converted from uncertificated form to certificated form in accordance with the Regulations and practices instituted by the Operator of the relevant system. The provisions of these Articles shall not apply to any uncertificated shares to the extent that such provisions are inconsistent with:
- 4.1.1 the holding of shares in uncertificated form;
 - 4.1.2 the transfer of title to shares by means of a relevant system; or
 - 4.1.3 any provision of the Regulations.
- 4.2 Without prejudice to the generality and effectiveness of the foregoing:
- 4.2.1 Articles 12, 13 and 33 and the second and third sentences of Article 35 shall not apply to uncertificated shares. The first sentence of Article 35 shall apply in relation to such shares as if the reference to the date on which the transfer was

lodged with the Company were a reference to the date on which the appropriate instruction was received by or on behalf of the Company in accordance with the facilities and requirements of the relevant system;

- 4.2.2 without prejudice to Article 34, the Board may refuse to register a transfer of uncertificated shares in such other circumstances as may be permitted or required by the Regulations and the relevant system;
- 4.2.3 references in these Articles to a requirement on any person to execute or deliver an instrument of transfer or certificate or other document which shall not be appropriate in the case of uncertificated shares shall, in the case of uncertificated shares, be treated as references to a requirement to comply with any relevant requirements of the relevant system and any relevant arrangements or regulations which the Board may make from time to time pursuant to Article 4.2.12 below;
- 4.2.4 for the purposes referred to in Article 40, a person entitled by transmission to a share in uncertificated form who elects to have some other person registered shall either:
 - 4.2.4.1 procure that instructions are given by means of the relevant system to effect transfer of such uncertificated share to that person; or
 - 4.2.4.2 change the uncertificated share into certificated form and execute an instrument of transfer of that certificated share to that person;
- 4.2.5 the Company shall enter on the Register the number of shares which are held by each member in uncertificated form and in certificated form and shall maintain the Register in each case as is required by the Regulations and the relevant system and, unless the Board otherwise determines, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings;
- 4.2.6 a class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Regulations which applies only in respect of certificated shares or uncertificated shares;
- 4.2.7 references in Article 42 to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system relating to the transfer of such shares;
- 4.2.8 for the purposes referred to in Article 44.3, the Board may in respect of uncertificated shares authorise some person to transfer and/or require the holder to transfer the relevant shares in accordance with the facilities and requirements of the relevant system;
- 4.2.9 for the purposes of Article 80.1.2, the Board may only exercise its discretion not to register a transfer of shares in uncertificated form if permitted to do so by the Regulations, and it may determine to treat shares of a member in certificated and uncertificated form as separate holdings and apply the sanctions only to the former or to the latter or make different provisions for the former and the latter;
- 4.2.10 for the purposes of Article 150.1, any payment in the case of uncertificated shares may be made by means of the relevant system (subject always to the facilities and requirements of the relevant system and without prejudice to the generality of the foregoing) and such payment may be made by the sending by the Company or any person on its behalf of an instruction to the Operator of the

relevant system to credit the cash memorandum account of the holder or joint holders of such shares or, if permitted by the Company, of such person as the holder or joint holders may direct in accordance with Article 150 and, for the purposes of Article 150.3, the making of a payment in accordance with the facilities and requirements of the relevant system concerned shall be a good discharge to the Company;

- 4.2.11 subject to CA 2006, the Board may issue shares as certificated shares or as uncertificated shares in its absolute discretion and Articles 6, 153 and 155 shall be construed accordingly;
 - 4.2.12 the Board may make such arrangements or regulations (if any) as it may from time to time in its absolute discretion think fit in relation to the evidencing and transfer of uncertificated shares and otherwise for the purpose of implementing and/or supplementing the provisions of this Article 4 and the Regulations and the facilities and requirements of the relevant system and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article 4;
 - 4.2.13 the Board may utilise the relevant system to the fullest extent available from time to time in the exercise of the Company's powers or functions under CA 2006 or these Articles or otherwise in effecting any actions; and
 - 4.2.14 the Board may resolve that a class of shares is to become a participating security and may at any time determine that a class of shares shall cease to be a participating security.
- 4.3 Where any class of shares in the capital of the Company is a participating security and the Company is entitled under any provisions of the Statutes or the rules made and practices instituted by the Operator of any relevant system or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any shares which are held in uncertificated form, such entitlement (to the extent permitted by the Regulations and the rules made and practices instituted by the Operator of the relevant system) shall include the right to:
- 4.3.1 request or require the deletion of any computer-based entries in the relevant system relating to the holding of such shares in uncertificated form; and/or
 - 4.3.2 require any holder of any uncertificated shares which are the subject of any exercise by the Company of any such entitlement, by notice in writing to the holder concerned, to change his holding of such uncertificated shares into certificated form within such period as may be specified in the notice, prior to completion of any disposal, sale or transfer of such shares, or direct the holder to take such steps (by instructions given by means of a relevant system or otherwise) as may be necessary to sell or transfer such shares; and/or
 - 4.3.3 appoint any person to take such other steps (by instruction given by means of a relevant system or otherwise) in the name of the holder of such shares as may be required to effect a transfer of such shares and such steps shall be as effective as if they had been taken by the registered holder of the uncertificated shares concerned; and/or
 - 4.3.4 transfer any uncertificated shares which are the subject of any exercise by the Company of any such entitlement by entering the name of the transferee in the Register in respect of that share as a transferred share; and/or
 - 4.3.5 otherwise rectify or change the Register in respect of that share in such manner as may be appropriate; and

- 4.3.6 take such other action as may be necessary to enable those shares to be registered in the name of the person to whom the shares have been sold or disposed of or as directed by him.
- 4.4 The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the Regulations and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of the particulars entered in the Operator register of securities and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance on such assumptions. In particular, any provision of these Articles which requires or envisages that action will be taken in reliance on information contained in the Register shall be construed to permit that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).

SHARE CAPITAL

5 Share capital

- 5.1 The Company does not have an authorised share capital.
- 5.2 The share capital of the Company at the date of adoption of these Articles is divided into Ordinary Shares of £0.01 each and Deferred Shares of £0.04 each in the capital of the Company.
- 5.3 The Deferred Shares shall have only those rights and be subject to only those restrictions included in Article 172 of these Articles.

6 Allotment

- 6.1 Subject to the provisions of the Statutes and to any relevant authority of the Company in general meeting required by CA 2006, any shares hereafter created shall be at the disposal of the Board, which may allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of them or rights to subscribe for or convert any security into shares to such persons (including the Directors themselves), at such times and generally on such terms and conditions as the Board may decide, provided that no share shall be issued at a discount.
- 6.2 The Board may, at any time after the allotment of any share but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and accord to any allottee of a share a right to effect such renunciation and/or allow the rights represented thereby to be one or more participating securities, in each case upon the subject to such terms and conditions as the Board may think fit to impose.

7 Redeemable shares

Subject to the provisions of the Statutes and to any special rights for the time being attached to any existing shares, any share may be issued which is, or at the option of the Company or of the holder of such share is liable, to be redeemed. The Board may determine the terms, conditions and manner of redemption of any redeemable shares so issued.

8 Power to attach rights

Subject to the provisions of the Statutes and to any special rights for the time being attached to any existing shares, any shares may be allotted or issued with, or have attached to them, such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, transfer, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine, or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine.

9 Share warrants to bearer

- 9.1 The Company may, with respect to any fully paid shares, issue a Share Warrant stating that the bearer of the warrant is entitled to the shares specified in it and may provide (by coupons or otherwise) for the payment of future dividends on the shares included in a Share Warrant.
- 9.2 The powers referred to in Article 9.1 may be exercised by the Board, which may determine and vary the conditions on which Share Warrants shall be issued, and in particular on which:
- 9.2.1 a new Share Warrant or coupon will be issued in the place of one damaged, defaced, worn out or lost (provided that no new Share Warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed);
 - 9.2.2 the bearer of a Share Warrant shall be entitled to receive, notice of and to attend, vote and demand a poll at general meetings;
 - 9.2.3 dividends will be paid; and
 - 9.2.4 a Share Warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in it.

Subject to such conditions and to these Articles, the bearer of a Share Warrant shall be deemed to be a member for all purposes. The bearer of a Share Warrant shall be subject to the conditions for the time being in force and applicable thereto, whether made before or after the issue of such Share Warrant.

10 Commission and brokerage

The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes. Subject to the provisions of the Statutes, any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares, the grant of an option to call for an allotment of shares or any combination of such methods.

11 Trusts not to be recognised

Except as otherwise expressly provided by these Articles, as required by law, or as ordered by a court of competent jurisdiction, the Company shall not recognise any person as holding any share or Deferred Share on any trust, and the Company shall not be bound by or required in any way to recognise (even when having notice of it) any equitable, contingent, future, partial or other claim to or interest in any share or Deferred Share other than an absolute right of the holder to the whole of the share or Deferred Share (as applicable).

SHARE CERTIFICATES

12 Right to certificates

- 12.1 On becoming the holder of any shares, every person shall be entitled, without charge, to have issued within two months after allotment, lodgement of a transfer or surrender of a Share Warrant (unless the terms of issue of the shares provide otherwise) one certificate for all of the shares of that class registered in his name. Such certificate shall specify the number and class of the shares in respect of which it is, issued and the amount or respective amounts paid up thereon and shall be issued as provided in Article 140.
- 12.2 The Company shall not be bound to issue more than one certificate in respect of shares held jointly by two or more persons. Delivery of a certificate to the person first named on the register shall be sufficient delivery to all joint holders.

12.3 Where a member has transferred part only of the shares comprised in a certificate, he shall be entitled without charge to a certificate for the balance of such shares to the extent that the balance is to be held in certificated form. Where a member receives more shares of any class, he shall be entitled without charge to a certificate for the extra shares of that class to the extent that the balance is to be held in certificated form.

13 Replacement certificates

13.1 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge on surrender of the original certificates for cancellation.

13.2 If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request.

13.3 Share certificates may be renewed or replaced on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out of pocket expenses, including those incurred by the Company in investigating such evidence and preparing such indemnity and security, as the Board may decide, and on surrender of the original certificate (where it is defaced, damaged or worn out), but without any further charge.

13.4 In the case of shares held jointly by several persons, any such request as is mentioned in this Article 13 may be made by any one of the joint holders.

LIEN ON SHARES

14 Lien on shares not fully paid

14.1 The Company shall have a first and paramount lien on each of its shares which is not fully paid, for all amounts payable to the Company (whether presently or not) in respect of that share and to the extent and in the circumstances permitted by Statutes, and such lien shall apply to all dividends from time to time declared or other monies payable in respect of such shares. The Board may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article.

14.2 The Board may at any time, either generally or in any particular case, waive any lien that has arisen or declare any share to be wholly or partly exempt from the provisions of this Article 14. Unless otherwise agreed with the transferee, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share.

15 Enforcement of lien by sale

The Board may sell all or any of the shares subject to any lien at such time or times and in such manner as it may determine. However, no sale shall be made until such time as any moneys in respect of which such lien exists are presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until notice in writing shall have been served on the holder or the persons (if any) entitled by transmission to the shares, demanding the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default and default in payment, fulfilment or discharge shall have been made by him or them for 14 clear days after service of such notice. For giving effect to any such sale, the Board may, in respect of shares held in certificated form, authorise some person to execute an instrument of transfer of the shares sold in the name and on behalf of the holder or the persons entitled by transmission in favour of the purchaser or as the purchaser may direct and, in respect of shares held in uncertificated form, exercise any of the Company's powers under Article 4 to give effect to the sale. The purchaser shall not be bound to see to the application of the purchase money, and the title of the transferee to the shares

shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

16 Application of proceeds of sale

The net proceeds of any sale of shares subject to any lien, after payment of the costs, shall be applied in or towards satisfaction of so much of the amount due to the Company or of the liability or engagement (as the case may be) as is presently payable or is liable to be presently fulfilled or discharged. The balance (if any) shall (on surrender, in the case of shares held in certificated form, to the Company for cancellation of the certificate for the shares sold, and subject to a like lien for any moneys not presently payable or any liability or engagement not liable to be presently fulfilled or discharged as existed on the shares before the sale) be paid to the holder or the person (if any) entitled by transmission to the shares so sold (without interest).

CALLS ON SHARES

17 Calls

Subject to the terms of allotment of shares, the Board may from time to time make calls on the members in respect of any moneys unpaid on the shares, of any class, held by them respectively (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the terms of issue. Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made and whether or not by instalments) be liable to pay the amount of every call so made on him as required by the notice. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed or (as the case may require) any person to whom power has been delegated pursuant to these Articles serves notice of exercise of such power. A call may be required to be paid by instalments and may, before receipt by the Company of any sum due thereunder, be either revoked or postponed in whole or part as regards all or any such members as the Board may determine. A person on whom a call is made shall remain liable notwithstanding the subsequent transfer of the shares in respect of which the call was made.

18 Liability of joint holders

The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect thereof.

19 Interest on calls

If the whole of the sum payable in respect of any call is not paid on or before the day appointed for payment, the person from whom it is due and payable shall pay all costs, charges and expenses that the Company may have incurred by reason of such non-payment, together with interest on the unpaid amount from the day appointed for payment thereof to the time of actual payment at the rate fixed by the terms of the allotment of the share or in the notice of the call or, if no rate is so fixed, at such rate, not exceeding 15 per cent per annum, as the Board shall determine. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.

20 Rights of member when call unpaid

Unless the Board otherwise determines, no member shall be entitled to receive any dividend or to be present and vote at a general meeting or at any separate general meeting of the holders of any class of shares either in person or (save as proxy for another member) by proxy, or be reckoned in a quorum, or to exercise any other right or privilege as a member in respect of a share held by him unless and until he shall have paid all calls for the time being due and payable by him in respect of that share, whether alone or jointly with any other person, together with interest and expenses (if any) to the Company.

21 **Sums due on allotment treated as calls**

Any sum payable in respect of a share on allotment or at any fixed date, whether in respect of the nominal value of the share or by way of premium or as an instalment of a call, shall for all purposes of these Articles be deemed to be a call duly made. If it is not paid, the provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such amount had become due and payable by virtue of a call.

22 **Power to differentiate**

The Board may make arrangements on the allotment or issue of shares for a difference as between the allottees or holders of such shares in the amount and time of payment of calls.

23 **Payment in advance of calls**

The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish pro tanto the liability on the shares on which it is made. The Company may pay interest on the money paid in advance, or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, at such rate as the Board may decide. The Board may at any time repay the amount so advanced on giving to such member not less than three months' notice in writing of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.

FORFEITURE OF SHARES

24 **Notice if call not paid**

If any member fails to pay the whole of any call or any instalment of any call on or before the day appointed for payment, the Board may at any time serve a notice in writing on such member or on any person entitled to the shares by transmission, requiring payment, on a date not less than 14 clear days from the date of the notice, of the amount unpaid and any interest which may have accrued thereon and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where the payment is to be made and state that, if the notice is not complied with, the shares in respect of which such call was made will be liable to be forfeited.

25 **Forfeiture for non-compliance**

If the notice referred to in Article 24 is not complied with, any share in respect of which it was given may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

26 **Notice after forfeiture**

When any share has been forfeited, notice of the forfeiture shall be served on the person who was before forfeiture the holder of the share or the person entitled to such share by transmission (as the case may be). An entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register in respect of such share. However, no forfeiture shall be invalidated by any omission to give such notice or to make such entry as aforesaid.

27 **Forfeiture may be annulled**

The Board may, at any time before any share so forfeited has been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture, on the terms that payment shall be made of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.

28 **Surrender**

The Board may accept a surrender of any share liable to be forfeited. In such case, references in these Articles to forfeiture shall include surrender.

29 **Disposal of forfeited shares**

Every share which is forfeited shall on forfeiture or surrender become the property of the Company. Subject to the provisions of the Statutes, any forfeited share may be sold, re-allocated or otherwise disposed of, either to the person who was the holder before forfeiture or otherwise entitled to the share, or to any other person, on such terms and in such manner as the Board shall determine. The Board may, for the purposes of the disposal, authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the Register, notwithstanding the absence of any share certificate being lodged in respect of the share and may issue a new certificate to the transferee. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the share. The Company may receive the consideration (if any) given for the share on its disposal.

30 **Effect of forfeiture**

A shareholder whose shares have been forfeited shall cease to be a member in respect of the shares forfeited (and shall, in the case of shares held in certificated form, surrender to the Company for cancellation the certificate for such shares). He shall nevertheless be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon at 15 per cent per annum (or such lower rate as the Board may determine) from the date of the forfeiture to the date of payment; in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) claims, demands and liabilities which the Company might have enforced in respect of the shares at the time of forfeiture, without any reduction or allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

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

32 **Evidence of forfeiture**

A statutory declaration by a Director or the Secretary that a share has been forfeited or surrendered or sold to satisfy a lien of the Company in pursuance of these Articles, and stating the date on which it was forfeited, shall, as against all persons claiming to be entitled to that share, be, conclusive evidence of the facts therein stated. The declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof and a certificate for the share delivered to the person to whom the same is sold, re-allocated or disposed of, shall (subject if necessary to the execution of an instrument of transfer) constitute a good title to the share. Subject to the execution of any necessary transfer, such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money or other consideration (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share. Such person shall not (except by express agreement with the Company) become entitled to any dividend which might have accrued on the, share before the completion of the sale or disposition thereof.

TRANSFER OF SHARES

33 Form of transfer

Subject to such of the restrictions of these Articles as may be applicable, each member may transfer all or any of his shares which are in certificated form by instrument of transfer in writing in any usual form or in any form approved by the Board. Such instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. The transfer shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect of it. All transfers of shares which are in uncertificated form may be effected by means of a relevant system.

34 Right to refuse registration

34.1 The Board may, in its absolute discretion and without giving any reason, refuse to register any transfer of a share (or renunciation of a renounceable letter of allotment) unless:

34.1.1 it is in respect of a share which is fully paid up;

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

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

34.1.4 it is duly stamped or is duly certificated or otherwise shown to the satisfaction of the Board to be exempt from stamp duty (if so required); and

34.1.5 it is delivered for registration to the Office or such other place as the Board may from time to time determine, accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove the title of the transferor or person renouncing and the due execution of the transfer or renunciation by him or, if the transfer or renunciation is executed by some other person on his behalf, the authority of that person to do so.

34.2 Transfers of shares will not be registered in the circumstances referred to in Article 80.

35 Notice of refusal

If the Board refuses to register a transfer of a share it shall, within two months after the date on which the transfer was lodged with the Company (in the case of shares held in certificated form) or the Operator and instruction was received by the Company (in the case of shares held in uncertificated form), send notice of the refusal to the transferee. Any instrument of transfer which the Board refuses to register shall (except in the case of suspected or actual fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.

36 Closing of register

The registration of transfers of shares or of any class of shares may be suspended (to the extent the same is consistent with the Statutes) at such times and for such periods (not exceeding 30 days in any year) as the Board may from time to time determine. Notice of closure of the Register shall be given in accordance with the requirements of the Statutes.

37 Fees on registration

No fee shall be charged for registration of a transfer or on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other, instrument relating to or affecting the title to any shares.

38 **Other powers in relation to transfers**

Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person or, if empowered by these Articles to authorise any person to execute an instrument of transfer of a share, from authorising any person to transfer that share in accordance with any procedures implemented pursuant to Article 15.

TRANSMISSION OF SHARES

39 **On death**

If a member dies, the survivors or survivor, where he was a joint holder, and his executors or administrators, where he was a sole or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares and Deferred Shares. Nothing in these Articles shall release the estate of a deceased member from, any liability in respect of any share and Deferred Share which has been solely or jointly held by him.

40 **Election of person entitled by transmission**

Any person becoming entitled to a share or Deferred Share in consequence of the death or bankruptcy of any member, or of any other event giving rise to a transmission of such entitlement by operation of law, may, on such evidence as to his title being produced as the Board may require, elect either to become registered as a member or to have some person nominated by him registered as a member. If he elects to become registered himself, he shall give notice to the Company to that effect. If he elects to have some other person registered, he shall execute an instrument of transfer of such share or Deferred Share to that person. All the provisions of these Articles relating to the transfer of shares and Deferred Shares shall apply to the notice or instrument of transfer (as the case may be) as if it were an instrument of transfer executed by the member and his death, bankruptcy or other event as aforesaid had not occurred. Where the entitlement of a person to a share or Deferred Share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall within two months after proof cause the entitlement of that person to be noted in the Register.

41 **Rights on transmission**

Where a person becomes entitled to a share or Deferred Share in consequence of the death or bankruptcy of any member, or of any other event giving rise to a transmission of such entitlement by operation of law, the rights of the holder in relation to such share or Deferred Share shall cease. However, the person so entitled may give a good discharge for any dividends and other moneys payable in respect of it and shall have the same rights to which he would be entitled if he were the holder of the share or Deferred Share, except that he shall not, before he is registered as the holder of the share or Deferred Share, be entitled in respect of it to receive notice of, or to attend or vote at, any meeting of the Company or at any separate meeting of the holders of any class of shares or Deferred Shares of the Company. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share or Deferred Share. If the notice is not complied with within 60 days, the Board may thereafter withhold payment of all dividends and other moneys payable in respect of such share or Deferred Share (if any) until the requirements of the notice have been complied with.

DESTRUCTION OF DOCUMENTS

42 **Destruction of documents**

42.1 The Company may, subject to compliance with the requirements of any relevant system applicable to the shares in the Company in uncertificated form and Deferred Shares, destroy:

42.1.1 any instrument of transfer, after six years from the date on which it is registered;

- 42.1.2 any dividend mandate or any variation or cancellation thereof or any notification of change of name or address, after two years from the date on which it is recorded;
- 42.1.3 any share certificate which has been cancelled, after one year from the date on which it is cancelled;
- 42.1.4 any Share Warrant (including coupons or tokens detailed therefrom) which has been cancelled at any time after the expiration of seven years from the date on which it was cancelled; and
- 42.1.5 any other document on the basis of which any entry in the Register is made, after six years from the date on which an entry was first made in the Register in respect of it,

provided that the Company may destroy any such type of document at a date earlier than that authorised by this Article if a copy of such document is made and retained (whether made electronically, by microfilm, by digital imaging or by any other means) until the expiration of the period applicable to the destruction of the original of such document.

42.2 It shall be conclusively 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 duly registered, that every share certificate so destroyed was duly cancelled, that every other document so destroyed had been properly dealt with in accordance with its terms and was valid and effective in accordance with the particulars in the records of the Company, provided that:

- 42.2.1 this Article 42 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant;
- 42.2.2 nothing in this Article 42 shall be construed as imposing on the Company any liability in respect of the destruction of any such document otherwise than as provided for in this Article 42 which would not attach to the Company in the absence of this Article 42; and
- 42.2.3 references in this Article 42 to the destruction of any document include references to the disposal of it in any manner.

ALTERATION OF SHARE CAPITAL

43 Increase, consolidation, cancellation and sub-division

- 43.1 The Company may from time to time by ordinary resolution:
 - 43.1.1 increase its share capital by such sum to be divided into shares (including Deferred Shares) of such amount as the resolution prescribes;
 - 43.1.2 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares (including Deferred Shares);
 - 43.1.3 cancel any shares (including Deferred Shares) which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its share capital by the amount of the shares (including Deferred Shares) so cancelled; and
 - 43.1.4 subject to the provisions of the Statutes, sub-divide its shares (including Deferred Shares) or any of them into shares of smaller amounts, and may by such resolution determine that, as between the shares (including Deferred Shares) resulting from such sub-division, one or more of the shares (including

Deferred Shares) may, as compared with the others, have any such preferred, deferred or other special rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares.

44 **Fractions**

44.1 Whenever as the result of any consolidation, division or sub-division of shares or Deferred Shares any holders would become entitled to fractions of a share or Deferred Share, the Board may, on behalf of those holders:

44.1.1 sell the shares or Deferred Shares (as applicable) representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Statutes, the Company) and distribute the net proceeds of sale after deduction of the expenses of sale in due proportion among those holders (except that any amount otherwise due to a holder, being less than £3 or such other sum as the Board may from time to time determine, may be retained for the benefit of the Company); or

44.1.2 authorise some person to transfer the shares or Deferred Shares (as applicable) to, or in accordance with the directions of, the purchaser of those shares. For this purpose, the Board may, in respect of shares held in certificated form, authorise any person to sign a transfer of the shares sold to the purchaser of them or his nominee, and in respect of shares (including Deferred Shares) held in uncertificated form, exercise any of the Company's powers under Article 4 to give effect to the sale; or

44.1.3 provided that the necessary unissued shares are available, the Board may issue to such holder credited as fully paid by way of capitalisation the minimum number of shares or Deferred Shares required to round up his holding to an exact multiple of the number of shares or Deferred Shares to be consolidated into a single share (such issue being deemed to have been effected prior to consolidation); and the amount required to pay up such shares or Deferred Shares shall be appropriated at the Board's discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or to the credit of the profit and loss account and capitalised by applying the same in paying up the share or Deferred Share. In relation to such a capitalisation the Board may exercise all the powers conferred on it by Article 155 without an ordinary resolution of the Company.

44.2 Subject to the provisions of the Statutes, the Board may treat shares of a holder in certificated form and in uncertificated form (including Deferred Shares) as separate holdings in giving effect to subdivisions and/or consolidations and may cause any shares or Deferred Shares arising on subdivision or consolidation and representing fractional entitlements to be entered in the Register as shares in certificated form where this is desirable to facilitate the sale thereof.

44.3 For the purposes of any sale of consolidated shares (including Deferred Shares) pursuant to Article 44.1, the Board may authorise a person to execute an instrument of transfer of the shares or Deferred Shares to, or in accordance with, the directions of the purchaser, and the transferee 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 in or invalidity of the proceedings in reference to the sale.

45 **Reduction of capital**

Subject to the provisions of the Statutes and to any rights for the time being attached to any shares, the Company may by special resolution reduce its share capital, any capital redemption reserve, share premium account or other undistributable reserve in any way.

46 **Purchase of own shares**

46.1 Subject to the provisions of the Statutes and to any rights for the time being attached to any shares or Deferred Shares, the Company may purchase, or may enter into a contract under which it will or may purchase, any of its own shares of any class (including any redeemable shares) and/ or any Deferred Shares. Any shares or Deferred Shares to be so purchased may be selected in any manner whatsoever.

46.2 The Company may not exercise any right in respect of treasury shares held by it, including any right to attend or vote at meetings, to participate in any offer by the Company to shareholders or to receive any distribution (including in a winding-up), but without prejudice to its right to sell the treasury shares, to transfer the shares for the purposes of or pursuant to an employees' share scheme, to receive an allotment of shares as fully paid bonus shares in respect of the treasury shares or to receive any amount payable on redemption of any redeemable treasury shares.

VARIATION OF CLASS RIGHTS

47 **Sanction to variation**

Subject to the provisions of the Statutes, if at any time the share capital of the Company is divided into shares of different classes (for which purpose the Deferred Shares shall not be deemed to be a different class), any of the rights for the time being attached to any share or class of shares in the Company (whether or not the Company may be or is about to be wound up) may from time to time be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class duly convened and held in accordance with these Articles.

48 **Class meeting**

All the provisions in these Articles as to general meetings shall, with any necessary modifications, apply equally to every meeting of the holders of any class of shares. The Board may convene a meeting of the holders of any class of shares whenever it thinks fit and whether or not the business to be transacted involves a variation or abrogation of class rights. The quorum at every such meeting shall be not less than two persons holding or representing by proxy at least one-third of the nominal amount paid up on the issued shares of the class in question (excluding any shares of that class held as treasury shares). Every holder of shares of the class (other than a holder of treasury shares), present in person or by proxy, may demand a poll. Each such holder shall on a poll be entitled to one vote for every share of the class held by him (subject to any rights or restrictions attached to that class). If at any adjourned meeting of such holders a quorum is not present, one person holding shares of the class in question (whatever the number of shares held by him but excluding any shares of that class held as treasury shares) who is present in person or by proxy shall be a quorum.

49 **Deemed variation**

Subject to the terms of issue of or rights attached to any shares, the rights or privileges attached to any class of shares shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued or by the reduction of the capital paid up on such shares or by the purchase or redemption by the Company of its own shares or the sale of any shares held as treasury shares in accordance with the provisions of the Statutes and these Articles.

GENERAL MEETINGS

50 Annual general meetings

Subject to the provisions of the Statutes, an annual general meeting shall be held at such time, date and place as the Board may determine.

51 General meetings

All meetings, other than annual general meetings, shall be called general meetings.

52 Convening of general meeting

The Board may convene a general meeting whenever it thinks fit. A general meeting shall also be convened on a members' requisition, or in default may be convened by the requisitionists, as provided by section 303 CA 2006. At any meeting convened on a members' requisition or by the requisitionists no business shall be transacted except that stated by the requisition or proposed by the Board. If there are within the United Kingdom insufficient members of the Board to convene a general meeting, any Director may call a general meeting.

53 Notice of general meetings

53.1 An annual general meeting shall be convened by not less than 21 clear days' notice in writing. All other general meetings shall be convened by not less than 14 clear days' notice in writing.

53.2 Subject to the provisions of the Statutes, and notwithstanding that it is convened by shorter notice than that specified in this Article 53, a general meeting shall be deemed to have been duly convened if it is so agreed:

53.2.1 in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and

53.2.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

53.3 The period of notice shall in either case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held.

53.4 The notice of any general meeting shall specify:

53.4.1 whether the meeting is an annual general meeting or a general meeting;

53.4.2 the place, the day and the time of the meeting;

53.4.3 the general nature of the business to be transacted at the meeting;

53.4.4 if the meeting is convened to consider a special resolution, the intention to propose the resolution as such;

53.4.5 with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote on a show of hands and on a poll instead of him and that a proxy need not also be a member;

53.4.6 a statement giving details of any forms to be used for appointment of a proxy; and

53.4.7 a statement of the procedures with which members must comply in order to be able to attend and vote at the meeting (including the date by which they must comply).

53.5 Where a notice calling an annual general meeting is given more than 6 weeks before the meeting, the notice must include a statement of the right under section 338 CA 2006 to require the Company to give notice of a resolution to be moved at the meeting.

53.6 The notice shall be given to the members (other than any who, under the provisions of these Articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company) and the Auditors by the Directors.

54 **Omission to send notice or non-receipt of notice**

The accidental omission to give or send notice of any meeting or, in cases where it is intended that it be sent out with the notice, any other document relating to the meeting including an appointment of proxy to, or the non-receipt of either by, any person entitled to receive the same shall not invalidate the proceedings at that meeting.

55 **Postponement of general meetings**

If the Board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone the general meeting to another date, time and/or place. The Board shall take reasonable steps to ensure that notice of the date, time and place of the postponed meeting is provided to any member trying to attend the meeting at the original time and place. When a meeting is so postponed, notice of the date, time and place of the postponed meeting shall, if practicable, also be placed in at least two national newspapers in the United Kingdom. Notice of the business to be transacted at such postponed meeting shall not be required. If a meeting is postponed in accordance with this Article, the appointment of a proxy will be valid if it is delivered and received as required by these Articles not less than 48 hours before the time appointed for holding the postponed meeting. The Board may (for the avoidance of doubt) also postpone any meeting which has been rearranged under this Article.

PROCEEDINGS AT GENERAL MEETINGS

56 **Quorum**

No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided in these Articles, two persons entitled to attend and vote on the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum.

57 **If quorum not present**

If within five minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present, or if during a meeting such a quorum ceases to be present, the meeting, if convened by or upon the requisition of members, shall be dissolved. In any other case, the meeting shall stand adjourned until such other later day and at such time and place as the Chairman (or, in default, the Board) may determine. If at such adjourned meeting a quorum is, not present within five minutes from the time appointed for holding the meeting, one person entitled to vote on the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum.

58 **Chairman**

The Chairman (if any) of the Board shall preside as Chairman at every general meeting of the Company. If there is no Chairman or if at any meeting he is not present within five minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Deputy Chairman (if any) of the Board shall (if present and willing to act) preside as Chairman at such meeting. If neither the Chairman nor the Deputy Chairman is present and willing to act, the

Directors present shall choose one of their number to act or, if there is only one Director present, he shall be Chairman if willing to act. If no Director is present and willing to act, the members present and entitled to vote may elect one of their number to be Chairman of the meeting.

59 **Entitlement to attend and speak**

Each Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company. The Chairman may invite any person to attend and speak at any general meeting where he considers this will assist in the deliberations of the meeting. Any proxy appointed by a member shall also be entitled to speak at any general meeting of the Company.

60 **Power to adjourn**

The Chairman may, with the consent of a meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place as the meeting shall determine. However, 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 (whether or not it has commenced or a quorum is present) from time to time and from place to place, or for an indefinite period, if he is of the opinion that it has become necessary to do so (i) to secure the proper and orderly conduct of the meeting, (ii) to give the members wishing to attend to be conveniently accommodated in the place appointed for the meeting, (iii) if the conduct of persons present prevents or is likely to prevent the orderly continuation of business, or (iv) to give all persons entitled to do so a reasonable opportunity of attending, speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting, had the adjournment not taken place.

61 **Notice of adjourned meeting**

Where a meeting is adjourned indefinitely, the Board shall fix the time and place for the adjourned meeting. Whenever a meeting is adjourned for 30 days or more or indefinitely, at least seven clear days' notice, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

62 **Business of adjourned meeting**

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

63 **Accommodation of members and security arrangements**

63.1 The Board 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 Board shall in its absolute discretion consider to be appropriate and may from time to time vary any such arrangements in place 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 Board. In the case of any meeting to which such arrangements apply the Board may, when specifying the place of the meeting:

63.1.1 direct that the meeting shall be held at a place specified in the notice at which the Chairman of the meeting shall preside (the "**Principal Place**"); and

- 63.1.2 make arrangements for simultaneous attendance and participation at other places by members otherwise entitled to attend the general meeting, but excluded from the Principal Place under the provisions of this Article, 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.
- 63.2 Such arrangements for simultaneous attendance may include arrangements for controlling the level of attendance in any manner at any of such other places (as stated above), provided that they shall operate so that any members and proxies excluded from attending at the Principal Place are able to attend at one of the 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.
- 63.3 The Board may direct that any person wishing to attend any meeting should provide evidence of identity and submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances. The Board shall be entitled in its absolute discretion to refuse entry to, or eject from, any meeting any person who fails to provide such evidence of identity or to submit to such searches or to otherwise comply with such security arrangements or restrictions.

64 **Orderly conduct**

The Chairman shall take such action or give such directions as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting. The Chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final, as shall his determination, acting in good faith, as to whether any matter is of such a nature.

VOTING AND POLLS

65 **Method of voting**

- 65.1 At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. Subject to the provisions of the Statutes, a poll may be demanded by:
- 65.1.1 the Chairman of the meeting;
 - 65.1.2 by at least five members present in person or by proxy and entitled to vote at the meeting;
 - 65.1.3 a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - 65.1.4 a member or members present in person or by proxy holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
- 65.2 The Chairman may also demand a poll before a resolution is put to the vote on a show of hands.
- 65.3 At general meetings, resolutions shall be put to the vote by the Chairman and there shall be no requirement for the resolution to be proposed or seconded by any person.

66 **Chairman's declaration conclusive on show of hands**

Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution on a show of hands has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded for or against such resolution. This Article does not have effect if a poll is demanded in respect of the resolution (and the demand is not subsequently withdrawn).

67 **Objection to 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 or poll at which the vote objected to 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. Any vote which is not disallowed at such a meeting or poll shall be valid for all purposes. The decision of the Chairman on such matters shall be final and conclusive.

68 **Amendment to resolutions**

68.1 If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution.

68.2 In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a clerical amendment to correct a patent error) may in any event be considered or voted on and in the case of a resolution duly proposed as an ordinary resolution, no amendment thereto (other than an amendment to correct a patent error) may be considered or voted on, unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed, notice in writing of the terms of the amendment and intention to move the same has been lodged at the Office or the Chairman of the meeting in his absolute discretion decides that it may be considered or voted on. The Chairman of the meeting can agree to the withdrawal of any proposed amendment before it is voted on at the meeting.

69 **Procedure on a poll**

69.1 Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or electronic means, or any combination thereof) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman shall direct. The Chairman may appoint scrutineers who need not be members. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

69.2 The demand for a poll (other than on the election of a Chairman of the meeting or any question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business, other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

69.3 The demand for a poll may be withdrawn at any time before the poll is taken, but only with the consent of the Chairman of the meeting. If a demand is so withdrawn: (i) before the result of

a show of hands is declared, the meeting shall continue as if the demand had not been made; and (ii) it shall not invalidate the result of such show of hands.

69.4 Poll votes may be given in person or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

70 **Votes of members**

Subject to the provisions of the Statutes, to any special terms as to voting on which any shares may have been issued or may for the time being be held and to any suspension or abrogation of voting rights pursuant to these Articles, at any general meeting every member who is present in person or by proxy shall have one vote on a show of hands and every member present in person or by proxy shall have one vote for each share of which he is the holder on a poll.

71 **Votes of joint holders**

If two or more persons are joint holders of a share, then in voting on any question, the vote of the senior who tenders a vote (whether in person or by proxy) shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names of the holders stand in the Register in respect of such share.

72 **Votes of member suffering incapacity**

Where in England or elsewhere a guardian, receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction on that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may, in its absolute discretion, on or subject to the production of such evidence of the appointment as the Board may require, permit such guardian, receiver or other person to vote in person or, on a poll, by proxy on behalf of such member at any general meeting. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or deposited or received at such other place or address as is specified in accordance with these Articles for the deposit or receipt of appointments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

PROXIES AND CORPORATE REPRESENTATIVES

73 **Voting by proxy**

Any person (whether a member of the Company or not) may be appointed to act as a proxy. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll in respect of which the proxy is appointed.

74 **Form of proxy**

74.1 The appointment of a proxy shall, subject to the provisions of the Statutes:

74.1.1 be in writing, in any common form or in such other form as the Board may approve, and (i) if in writing but not in electronic form, made under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, under its common seal or under the hand of some officer or attorney or other person duly authorised, on that behalf, or (ii) if in writing in electronic form, submitted by or on behalf of the appointor and authenticated;

74.1.2 be deemed (subject to any contrary direction contained in it) to confer authority to attend, speak, demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to the meeting for which it is given

in accordance with the appointer's instructions (which the Company has no obligation to ensure is the case);

- 74.1.3 unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates; and
 - 74.1.4 where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.
- 74.2 The Board may allow a proxy for a holder of any shares in uncertificated form to be appointed by electronic communication in the form of an uncertificated proxy instruction. The Board may also allow any supplement to the uncertificated proxy instruction or any amendment or revocation of any uncertificated proxy instruction to be made by a further uncertificated proxy instruction.
- 74.3 The Board may decide what method should be used to determine at what time the instruction or notification is treated as being received by the Company. The Board may treat any notification purporting or expressed to be sent on behalf of a holder of a share in uncertificated form as sufficient evidence of the authority of the person sending the instruction to send it on behalf of that holder.
- 74.4 For the purposes of this Article 74, an uncertificated proxy instruction is a properly authenticated dematerialised instruction, and/or other instruction or notification, sent through a relevant system to a participant in that system chosen by the Board to act for the Company. The uncertificated proxy instruction may be in any form and subject to any terms and conditions that the Board deems appropriate, but always subject to the facilities and requirements of the relevant system.

75 **Deposit or receipt of proxy**

75.1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is authenticated, or a copy of such authority certified notarially or in some other way approved by the Board, shall:

75.1.1 in the case of an instrument in writing (including, whether or not the appointment of proxy is in electronic form, any such power of attorney or other authority) be deposited at the Office, or at such other place or places as is specified in the notice convening the meeting or in any notice of any adjourned meeting or in any appointment of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

75.1.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents or information in electronic form:

75.1.2.1 in the notice convening the meeting;

75.1.2.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

75.1.2.3 in any invitation in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

75.1.2.4 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll

has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

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

and an appointment of proxy not delivered, deposited or received in a manner so specified shall be invalid.

75.2 In calculating the above periods no account shall be taken of any part of a day that is not a working day.

75.3 Without limiting the foregoing, in relation to any shares in uncertificated form the Board may permit a proxy to be appointed by electronic means or by means of a website in the form of an “**Uncertificated Proxy Instruction**” (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, sent by means of a relevant system to such participant in that system acting on behalf of the Company as the Board may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Board (subject always to the facilities and requirements of the relevant system)); and may permit any supplement to, or amendment or revocation of, any such Uncertificated Proxy Instruction to be made by a further Uncertificated Proxy Instruction. The Board may in addition prescribe the method of determining the time at which any such instruction or notification is to be treated as received by the Company. The Board may treat any such instruction or notification purporting or expressed to be sent on behalf of a holder of a share as sufficient evidence of authority, of the person sending the instruction to send it on behalf of the holder.

75.4 The appointment of a proxy shall, unless the contrary is stated thereon, be as valid for adjournment of a meeting as it is for the meeting to which it relates. An appointment relating to more than one meeting (including any adjournment of any such meeting) having once been delivered in accordance with this Article 75 for the purpose of any such meeting does not need to be delivered again for the purposes of any subsequent meeting to which it relates.

76 **Maximum validity of proxy**

An appointment of proxy not deposited, delivered or received in the manner specified in Article 75 shall be invalid. No appointment of proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution or the date of its submission, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting, in cases where the meeting was originally held within 12 months from such date.

77 **More than one proxy may be appointed**

A member may appoint more than one proxy to attend on the same occasion. When two (or more) valid but differing appointments of proxy are received in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly received (regardless of its date or of the date of its execution or submission) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly received, none of them shall be treated as valid in respect of that share. Delivery of an instrument appointing a proxy shall not preclude a holder from attending and voting in person at the meeting or poll concerned.

78 **Revocation of proxy**

A vote given or demand for a poll made by a proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the appointment of proxy, or of the authority under which the appointment of proxy was executed, or the transfer of the share in respect of which the appointment of proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office,

or at such other place or places or address as has or have been appointed for the deposit or receipt of appointments of proxy, at least 48 hours before the commencement of the meeting or adjourned meeting or the taking of the poll at which the appointment of proxy is used.

79 **Corporate representative**

79.1 A corporation (whether or not a company within the meaning of CA 2006) which is a member may, by resolution of its directors or other governing body, authorise such person (or if, but only if, such corporation is a Depositary voting in its capacity as such, persons) as it thinks fit to act as its representative or, as the case may be, representatives at any meeting of the Company or at any separate meeting of the holders of any class of shares. Subject to Articles 79.2 and 79.3 below, any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) that the corporation could exercise if it were an individual member. The Corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it; and all references to attendance and voting in person shall be construed accordingly. A Director, the Secretary, or some person authorised for the purpose by the Secretary, may require the representative to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to them before permitting him to exercise his powers.

79.2 Where a corporation authorises more than one person to act as its representative, on a vote on a resolution on a show of hands at a meeting of the Company, each authorised person has the same voting rights as the corporation would be entitled to.

79.3 Where Article 79.2 does not apply and more than one authorised person purport to exercise a power under Article 79.1 in respect of the same shares:

79.3.1 if they purport to exercise the power in the same way as each other, the power is treated as exercised that way; and

79.3.2 if they do not purport to exercise the power in the same way as each other, the power is treated as not exercised.

80 **Failure to disclose interests in shares**

80.1 Where a member, or any other person appearing to be interested in shares held by that member, has been issued with a notice pursuant to section 793 CA 2006 (a "**Section 793 Notice**") and has failed in relation to any shares (the "**default shares**", which expression includes any shares issued after the date of such notice in respect of those shares) to give the Company the information required within the prescribed period from the service of the notice, the following sanctions shall apply unless the Board otherwise determines:

80.1.1 the member shall not be entitled (in respect of the default shares) to be present or to vote (either in person or by representative or by proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll, or to exercise any other right conferred by membership in relation to any such meeting or poll; and

80.1.2 where the default shares represent at least 0.25 per cent in nominal value of the issued shares of their class (excluding any shares of that class held as treasury shares):

80.1.2.1 any dividend or other money payable in respect of the shares shall be withheld by the Company, which shall not have any obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to Article 153, to receive shares instead of that dividend; and

- 80.1.2.2 no transfer (other than an excepted transfer) of any shares held by the member shall be registered unless:
- (i) the member is not himself in default as regards supplying the information required; and
 - (ii) the member proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer.
- 80.2 Where the sanctions under Article 80.1 apply in relation to any shares, they shall cease to have effect (and any dividends withheld under Article 80.1.2 shall become payable):
- 80.2.1 if the shares are transferred by means of an excepted transfer but only in respect of the shares transferred; or
 - 80.2.2 at the end of a period of 7 days (or such shorter period as the Board may determine) following receipt by the Company of the information required by the Section 793 Notice and the Board being fully satisfied that such information is full and complete.
- 80.3 Where, on the basis of information obtained from a member in respect of any share held by him, the Company issues a Section 793 Notice to any other person, it shall at the same time send a copy of the Section 793 Notice to the member, but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of Article 80.1.
- 80.4 Where default shares in which a person appears to be interested are held by a Depositary, the provisions of this Article 80 shall be treated as applying only to those shares held by the Depositary in which such person appears to be interested and not (insofar as such person's apparent interest is concerned) to any other shares held by the Depositary.
- 80.5 Where the member on which a Section 793 Notice is served is a Depositary acting in its capacity as such, the obligations of the Depositary as a member of the Company shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it as has been recorded by it pursuant to the arrangements entered into by the Company, or approved by the Board pursuant to which it was appointed as a Depositary.
- 80.6 For the purposes of this Article 80:
- 80.6.1 a person, other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the member or, pursuant to a Section 793 Notice, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;
 - 80.6.2 "interested" shall be construed as it is for the purpose of section 793 CA 2006;
 - 80.6.3 reference to a person having failed to give the Company the information required by a Section 793 Notice, or being in default as regards supplying such information, includes, without limitation, reference:
 - 80.6.3.1 to his having failed or refused to give all or any part of it; and
 - 80.6.3.2 to his having given information which he knows to be false in a material particular or his having recklessly given information which is false in a material particular;

- 80.6.4 **“prescribed period”** means 14 days;
- 80.6.5 **“excepted transfer”** means, in relation to any shares held by a member:
- 80.6.5.1 a transfer by way of or pursuant to acceptance of a takeover offer for the Company (within the meaning of section 974 CA 2006); or
- 80.6.5.2 a transfer which is shown to the satisfaction of the Board to be made in consequence of a bona fide sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member or with any other person appearing to be interested in the shares. For the purposes of this sub-paragraph 80.6.5.2 any associate (as defined in section 435 of the Insolvency Act 1986) shall be included in the class of persons who are connected with the member or any person appearing to be interested in such shares.
- 80.7 Nothing contained in this Article 80 shall be taken to limit the powers of the Company under section 794 CA 2006.

UNTRACED MEMBERS

81 Power of sale

- 81.1 The Company shall be entitled to sell at the best price reasonably obtainable any share and/ or Deferred Share of a member, or any share and/ or Deferred Share to which a person is entitled by transmission on death or bankruptcy or otherwise by operation of law, if and provided that:
- 81.1.1 during the period of 12 years immediately prior to the date of the publication of the advertisements referred to in sub-paragraph 81.1.2 below (or, if published on different dates, the earlier or earliest thereof) (the **“relevant period”**) the Company has paid at least three cash dividends (whether interim or final) on the share or Deferred Share and no cash dividend payable on the share or Deferred Share has either been claimed or cashed;
- 81.1.2 on or after expiry of the relevant period the Company has given notice of its intention to sell such share or Deferred Share by advertisements in two newspapers of which one shall be a national newspaper published in the United Kingdom and the other shall be a newspaper circulating in the area of the address on the Register or other last known address of the member or the person entitled by transmission to the share or Deferred Share or the address for the service of notices notified under Article 162.3;
- 81.1.3 the said advertisements, if not published on the same day, shall have been published within 30 days of each other; and
- 81.1.4 during the further period of three months following the date of publication of the said advertisements (or, if published on different dates, the later or latest thereof) and prior to the exercise of the power of sale the Company has not received any communication in respect of such share or Deferred Share from the member or person entitled by transmission.
- 81.2 To give effect to any sale of shares or Deferred Shares (as applicable) pursuant to this Article the Board may authorise some person to transfer the shares or Deferred Shares in question and may enter the name of the transferee in respect of the transferred shares or Deferred Shares (as applicable) in the Register notwithstanding the absence of any share certificate being lodged in respect thereof and may issue a new certificate to the transferee. An instrument of transfer executed by that person shall be as effective as if it had been executed

by the holder of, or the person entitled by transmission to, the shares or Deferred Shares. The purchaser shall not be bound to see to the application of the purchase moneys, nor shall his title to the shares or Deferred Shares (as applicable) be affected by any irregularity or invalidity in the proceedings relating to the sale.

81.3 If during the relevant period referred to in Article 81.1, or during any period ending on the date when all the requirements of sub-paragraphs 81.1.1 to 81.1.4 above have been satisfied, any additional shares or Deferred Shares have been issued in respect of those held at the beginning of, or previously so issued during, any such period and all the requirements of sub-paragraphs 81.1.2 to 81.1.4 above have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares or Deferred Shares.

82 **Application of proceeds of sale**

The net proceeds of sale shall belong to the Company which shall account to the member or other person entitled to such share or Deferred Share (as applicable) for an amount equal to such net proceeds by carrying all monies in respect thereof to a separate account. The Company shall be deemed to be a debtor to, and not a trustee for, such member or other person in respect of such moneys. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments as the Board may from time to time think fit. No interest shall be payable to such member or other person in respect of such moneys and the Company shall not be required to account for any money earned on them.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

83 **Number of Directors**

Unless and until otherwise determined by the Company by ordinary resolution, the number of Directors (other than any alternate Directors) shall be not more than fifteen or fewer than two.

84 **Power of company to appoint directors**

Subject to the provisions of these Articles, the Company may by ordinary resolution appoint a person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles.

85 **Power of board to appoint Directors**

Without prejudice to the power of the Company in general meeting under these Articles to appoint any person to be a Director, the Board shall have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but so the total number of Directors shall not exceed any maximum number fixed by or in accordance with these Articles.

86 **Appointment of executive Directors**

Subject to the provisions of the Statutes, the Board, or any committee authorised by the Board may from time to time appoint one or more directors to hold any employment or executive office (including that of Chief Executive or Managing Director) for such term (subject to the provisions of the Statutes) and subject to such other conditions as the Board, or any committee authorised by the Board, thinks fit in accordance with Article 110. The Board, or any committee authorised by the Board, may revoke or terminate any such appointment without prejudice to any claim for damages for breach of contract between the Director and the Company.

87 **Eligibility of new directors**

No person, other than a director retiring, shall, unless recommended by the Board for election, be appointed or re-appointed a Director at any general meeting unless not less than seven nor more than 42 clear days before the date appointed for the meeting, notice in writing duly executed by a member (other than the person to be proposed) qualified to vote at the meeting of the intention to propose that person for appointment or re-appointment, stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of directors, together with notice executed by that person of his willingness to be appointed or re-appointed, is lodged at the Office.

88 **Share qualification**

A Director shall not be required to hold any shares of the Company by way of qualification.

89 **Resolution for appointment of two or more Directors**

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

90 **[RESERVED]**

91 **[RESERVED]**

92 **[RESERVED]**

93 **No retirement on account of age**

No person shall be or become incapable of being appointed a Director by reason of his having attained the age of 70 or any other age, nor shall any special notice under the Statutes be required in connection with the appointment or the approval of the appointment of such person and no director who is of the age of 70 or more shall be required to retire. Where any general meeting of the Company is convened at which, to the knowledge of the Board, a Director will be proposed for appointment or re-appointment who will at the date of the meeting be 70 or more, the Board shall give notice of his age in the notice convening the meeting or in any document accompanying the notice but the accidental omission to do so shall not invalidate any proceedings or any appointment or re-appointment of that Director at that meeting.

94 **Removal by ordinary resolution**

In addition to any power of removal conferred by CA 2006, the Company may by ordinary resolution, of which special notice has been given, remove any Director before the expiration of his period of office, but without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company, and may (subject to, these Articles) by ordinary resolution appoint another person who is willing to act to be a Director in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Director is to retire, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed or re-appointed a Director. In default of such election the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

95 **Vacation of office by director**

95.1 The office of a Director shall be vacated if:

95.1.1 he resigns by notice in writing delivered to, or, if in electronic form, received by, the Secretary at the Office or tendered at a Board meeting;

- 95.1.2 he ceases to be a Director by virtue of any provision of the Statutes, is removed from office pursuant to these Articles or the Statutes, or becomes prohibited by law from being a Director;
- 95.1.3 he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- 95.1.4 an order is made by any court of competent jurisdiction on the ground (howsoever formulated) 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 or he becomes a patient for any purpose of any statute relating to mental health and the Board resolves that his office be vacated;
- 95.1.5 he is absent (whether or not an alternate appointed by him pursuant to the provisions of these Articles attends), without the permission of the Board, from Board meetings for six consecutive months or, if during a shorter period, for 6 consecutive Board meetings and the Board resolves that his office be vacated; or
- 95.1.6 he is requested to resign by notice in writing addressed to him at his address as shown in the register of Directors and authenticated by not less than three-quarters of the other Directors (without prejudice to any claim for damages which he may have for breach of any contract between him and the Company) and, for this purpose, a set of like notices each authenticated by one or more of the Directors shall be as effective as a single notice authenticated by the requisite number of Directors.

96 Resolution as to vacancy conclusive

A resolution of the Board declaring a Director to have vacated office under the terms of Article 95 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

97 Contract term exceeding two years

Any contract of employment entered into by a director with the Company shall not include a term that it is to be for a guaranteed period (as defined in Section 188(2) CA 2006) exceeding two years unless such term is first approved by an ordinary resolution.

ALTERNATE DIRECTORS

98 Appointments

- 98.1 Each Director (other than an alternate Director) may, by notice in writing delivered to or, if in electronic form, received by the Secretary at the Office, delivered at a meeting of the Board, or in any other manner approved by the Board, appoint any other Director or any person approved for that purpose by the Board and willing to act, to be his alternate and remove from office an alternate director so appointed by him.
- 98.2 No appointment of an alternate Director who is not already a Director shall be effective until his consent to act as a Director in the form prescribed by CA 2006 has been received at the Office.
- 98.3 An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum or minimum number of Directors allowed by these Articles.

99 **Participation in board meetings**

Every alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor (except as regards power to appoint an alternate). A Director acting as alternate Director shall have a separate vote at Board meetings for each Director for whom he acts as alternate Director (and who is not present) in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

100 **Alternate director responsible for own acts**

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

101 **Interests of alternate Director**

An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director. However, he shall not be entitled to receive from the Company any fees in his capacity as an alternate director, except only such part (if any) of the fees payable to his appointor as his appointor may by notice in writing to the Company direct. Subject to this Article, the Company shall pay to an alternate Director such expenses as might properly have been paid to him if he had been a Director.

102 **Revocation of appointment**

102.1 An alternate Director shall cease to be an alternate Director:

102.1.1 if his appointor revokes his appointment; or

102.1.2 if his appointor ceases for any reason to be a Director, provided that if any Director retires but is re-appointed or deemed to be re-appointed at the same meeting, any valid appointment of an alternate Director which was in force immediately before his retirement shall remain in force; or

102.1.3 if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office; or

102.1.4 if he resigns his office by notice in writing to the Company.

DIRECTORS' REMUNERATION, EXPENSES AND PENSIONS

103 **Directors' fees**

The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board, or any committee authorised by the Board, may from time to time determine (not exceeding £500,000 per annum or such other sum as the Company in general meeting by ordinary resolution shall from time to time determine). Such sum (unless otherwise directed by the resolution of the Company by which it is voted) shall be divided among the Directors in such proportions and in such manner as the Board, or any committee authorised by the Board, may determine or, in default of such determination, equally (except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he holds office). Any fees payable pursuant

to this Article shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.

104 **Expenses**

Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the business of the Company.

105 **Additional remuneration**

If by arrangement with the Board, or any committee authorised by the Board, any Director shall perform or render any special duties or services which in the opinion of the Board are outside his ordinary duties as a Director and not in his capacity as a holder of employment or executive office, he may be paid such reasonable additional remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board, or any committee authorised by the Board, may from time to time determine.

106 **Remuneration of executive Directors**

The salary or remuneration of any Director appointed to hold any employment or executive office in accordance with the provisions of these Articles may be either a fixed sum of money, or may altogether or in part be governed by business done or profits made or otherwise determined by the Board, or any committee authorised by the Board, and may be in addition to or in lieu of any fee payable to him for his services as Director pursuant to these Articles.

107 **Pensions and other benefits**

The Board, or any committee authorised by the Board, may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (whether by insurance or otherwise) for, or to institute and maintain any institution, association, society, club, trust, other establishment or profit-sharing, share incentive, share purchase or employees' share scheme calculated to advance the interests of the Company or to benefit, any person who is or has at any time been a Director or employee of the Company or any company which is a holding company or a subsidiary undertaking of or allied to or associated with the Company or any such holding company or subsidiary undertaking or any predecessor in business of the Company or of any such holding company or subsidiary undertaking, and for any member of his family (including a spouse or former spouse) and any person who is or was dependent on him. For such purpose the Board may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust or fund and pay premiums and, subject to the provisions of the Statutes, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with any of the aforesaid matters. The Board may procure any of such matters to be done by the Company either alone or in conjunction with any other person. Any Director or former Director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this Article and shall not be obliged to account for it to the Company.

POWERS AND DUTIES OF THE BOARD

108 **Powers of the Board**

Subject to the provisions of the Statutes and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company, whether relating to the management of the business or not. No alteration of these Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions

contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article.

109 Powers of directors being less than minimum number

If the number of Directors is less than the minimum for the time being prescribed by these Articles, the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there are no Director or Directors able or willing to act, any two members may summon a general meeting for the purpose of appointing Directors. Subject to the provisions of these Articles, any additional Director so appointed shall hold office only until the dissolution of the first annual general meeting of the Company following his appointment unless he is re-elected during such meeting.

110 Powers of executive Directors

The Board may from time to time delegate or entrust to and confer on any Director holding executive office (including a Chief Executive or Managing Director) such of its powers, authorities and discretions (with power to sub-delegate) for such time, on such terms and subject to such conditions as it thinks fit, and the Board may from time to time revoke, withdraw, alter or vary all or any of such powers.

111 Delegation to committees

111.1 The Board may delegate any of its powers, authorities and discretions (including, without prejudice to the generality of the foregoing, all powers, authorities and discretion whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Directors and (if thought fit) one or more other persons.

111.2 Any such committee shall, unless the Board otherwise resolves, have power to sub-delegate to sub-committees any of the powers, authorities or discretions delegated to it.

111.3 A majority of the members of any committee or sub-committee shall be Directors and no resolution of a committee or sub-committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors.

111.4 The Board may confer any of its powers, authorities and discretions either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee or sub-committee in whole or in part. Insofar as any power, authority or discretion is so delegated, any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee or sub-committee. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

111.5 The meetings and proceedings of any such committee or sub-committee consisting of more than one person shall be governed mutatis mutandis by the provisions of these Articles regulating the meetings and proceedings of the Board, so far as the same are not superseded by any regulations made by the Board under this Article 111.

112 Delegation to individual directors

The Board may entrust to and confer upon a Director any of its powers, authorities and discretions (with power to sub-delegate) upon such terms (subject to CA 2006) and subject

to such conditions and with such restrictions as it may decide and either collaterally with or to the exclusion of its own powers, authorities and discretions. The Board may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretion of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

113 **Local management**

The Board may establish any local or divisional boards or agencies for managing any of the affairs of the Company in any specified locality, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local or divisional board, or any managers or agents, and may fix their remuneration. The Board may delegate to any local or divisional board, manager or agent so appointed any of its powers, authorities and discretions (with power to sub-delegate) and may authorise the members for the time being of any such local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies; and any such appointment or delegation may be made for such time, on such terms and subject to such conditions as the Board may think fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any local or divisional board or agency with two or more members shall be governed by such of these Articles as regulate the proceedings of the Board, so far as they are capable of applying. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

114 **Power of attorney**

The Board may, by power of attorney or otherwise, appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be attorney or attorneys of the Company and may delegate to any such person or persons any of its powers, authorities and discretions vested in or exercisable by the Directors under these Articles (with power to sub-delegate), in each case for such purposes and for such time, on such terms (including as to remuneration) and subject to such conditions as it thinks fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

115 **Associate Directors**

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

116 **Exercise of voting power**

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

117 **Provision for employees**

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

118 **Overseas registers**

Subject to the provisions of the Statutes, the Board may exercise the powers conferred on the Company with regard to the keeping of an overseas branch, local or other register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.

119 **Borrowing powers**

119.1 Subject to the provisions of the Statutes, the Board may exercise all the powers of the Company:

119.1.1 to borrow money;

119.1.2 to mortgage or charge all or any part of the undertaking, property and assets (present or future) and uncalled capital of the Company;

119.1.3 to issue debentures and other securities; and

119.1.4 to give security, either outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

119.2 The Board may exercise all the powers of the Company to borrow or raise money upon or by the issue or sale of any debentures or securities on 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 it may determine, including (subject to the provisions of the Statutes) a right for the holders of debentures or securities to exchange the same for shares in the Company of any class authorised to be issued.

119.3 The Board may confer upon any mortgagees or persons in whom any debenture or security is vested, such rights and powers as it thinks necessary or expedient. It may vest any property of the Company in trustees for the purpose of securing any monies 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 Board may think necessary or expedient in relation to:

119.3.1 the undertaking or property of the Company, or its management or realisation;
or

119.3.2 the making, receiving or enforcing of calls on 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.

119.4 The Board may give security for the payment of any monies payable by the Company in the same manner as for the payment of monies borrowed or raised.

120 **[RESERVED]**

PROCEEDINGS OF DIRECTORS AND COMMITTEES

121 **Board meetings**

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

122 **Notice of board meetings**

One Director may, and the Secretary at the request of a Director shall, summon a Board meeting at any time on reasonable notice. Notice of a Board meeting shall be deemed to be properly 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 that purpose). A Director may waive the requirement that notice be given to him of any Board meeting, either prospectively or retrospectively. It shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom, unless he has requested the Board in writing that notices of Board meetings shall during his absence be given to him at any address in the United Kingdom given by him to the Company for this purpose or, in the case of notices in electronic form, any address given by him to the Company for that purpose, but such notices need not be given any earlier than notices given to Directors not so absent.

123 **Quorum**

The quorum necessary for the transaction of business may be determined by the Board and until otherwise determined, shall be two persons, each being a Director or an alternate Director. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions for the time being vested in or exercisable by the Board. Subject to these Articles, any Director who ceases to be a Director at a meeting of the Board may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

124 **Chairman of Board**

The Board may appoint one or more of its body as Chairman or Joint Chairman and one or more of its body as Deputy Chairman of its meetings and may determine the period for which he is or they are to hold office and may at any time remove him or them from office. If no such Chairman or Deputy Chairman is elected, or if at any meeting neither a Chairman nor a Deputy Chairman is present within five minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of the meeting. In the event there are two or more Joint Chairmen or, in the absence of a Chairman, two or more Deputy Chairmen present, the Joint Chairman or Deputy Chairman to act as Chairman of the meeting shall be decided by those Directors present. Any Chairman or Deputy Chairman may also hold executive office under the Company.

125 **Voting**

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

126 **Electronic participation in meetings**

126.1 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board by means of conference telephone or any other form of communications 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 communication in electronic form addressed to the Chairman of the meeting.

126.2 A person so participating by being present or being in telephone communication with or by exchanging communication in electronic form 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 is.

126.3 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 Board (or committee, as the case may be) duly convened and held.

127 **Resolution in writing**

127.1 A resolution in writing authenticated by all the Directors for the time being entitled to receive notice of a Board meeting and not being less than a quorum, or by all the members of a committee of the Board for the time entitled to receive notice of such committee meeting and not being less than a quorum of that committee, shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee, as the case may be). Such a resolution:

127.1.1 may consist of several documents in the same form each authenticated by one or more of the Directors or members of the relevant committee;

127.1.2 need not be authenticated by an alternate Director if it is authenticated by the Director who appointed him;

127.1.3 if authenticated by an alternate Director, need not also be authenticated by his appointor;

127.1.4 to be effective, need not be authenticated by a Director who is prohibited by these Articles from voting thereon, or by his alternate.

128 **Minutes of proceedings**

128.1 The Board shall cause minutes to be made in books kept for the purpose of recording:

128.1.1 all appointments of officers and committees made by the Board; and

128.1.2 the names of Directors present at every meeting of the Board, of a committee of the Board, of the Company or of the holders of any class of shares (including Deferred Shares) or debentures of the Company, and all orders, resolutions and proceedings of such meetings.

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

129 **Validity of proceedings**

All acts done by a meeting of the Board, or of a committee of the Board, or by any person acting as a Director, alternate Director or member of a committee, shall as regards all persons dealing in good faith with the Company, 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 was duly qualified and had continued to be a Director, alternate Director or member of a committee and entitled to vote.

DIRECTORS' INTERESTS

130 Director may have interests

130.1 Subject to the provisions of the Statutes and provided that Article 131 is complied with, a Director, notwithstanding his office:

130.1.1 may enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested;

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

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

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

131 Disclosure of interests to Board

131.1 A Director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, arrangement, transaction or proposal with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal is first considered, 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.

131.2 For the purposes of this Article:

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

131.2.2 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.

132 Interested director not to vote or count for quorum

132.1 Save as provided in this Article, a Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board or of a committee of the Board concerning any contract, arrangement, transaction or any other proposal whatsoever in which he has an interest which (together with any interest of any person connected with him within the meaning of section 252 CA 2006) 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 who is interested in an actual or proposed transaction or arrangement with the Company shall be entitled to vote on and be counted in the quorum in relation to any resolution when:

- 132.1.1 the Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a Director from being counted as participating in the quorum or voting on such resolution;
 - 132.1.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 132.1.3 the Director's conflict of interest arises from a permitted cause under Article 132.2.
- 132.2 For the purposes of this Article, the following are permitted causes:
- 132.2.1 the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
 - 132.2.2 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
 - 132.2.3 the giving of any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;
 - 132.2.4 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
 - 132.2.5 any proposal in which he is interested by virtue of his interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;
 - 132.2.6 any proposal concerning any other body corporate in which he (together with persons connected with him within the meaning of section 252 CA 2006) does not to his knowledge have an interest (as the term is used in Part 22 CA 2006) in one per cent or more of the issued equity share capital of any class of such body corporate (calculated exclusive of any shares of that class in that company held as treasury shares) nor to his knowledge hold one per cent or more of the voting rights available to members of such body corporate;
 - 132.2.7 any proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
 - 132.2.8 any proposal concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons who include Directors; or
 - 132.2.9 any proposal concerning the funding of expenditure by one or more Directors on defending proceedings against him or them, or doing anything to enable such Director or Directors to avoid incurring such expenditure.

132.3 Subject to Article 132.4, if a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive, unless the nature and extent of the interest of the Director concerned has not been fairly disclosed to the Board.

132.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

133 **Authorisation of Conflicts**

133.1 Pursuant to section 175 of CA 2006, the Directors shall have the power to authorise on any such terms (including as regards duration and revocation and whether or not with retrospective effect) and subject to such, if any, limits or conditions as they may determine, any matter which would or might otherwise constitute or give rise to a situation (“**Relevant Situation**”) in which a Director (an “**Interested Director**”) has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including without limitation, in relation to the exploitation of any property, information or advantage, whether or not the Company could take advantage of it). Such authorisation by the Directors shall be effective only if the Interested Director does not form part of the quorum of Directors to authorise the Relevant Situation and the matter was agreed to without such Interested Director voting or would have been agreed to if their vote had not been counted.

133.2 Subject to Article 133.3, an Interested Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as an Interested Director of the Company and in respect of which he has a duty of confidentiality to a third party. In particular, the Director shall not be in breach of the general duties he owes to the company under sections 172 to 174 of CA 2006 because he fails:

133.2.1 to disclose any such information to the Directors or to any Director or other officer or employee of the Company; and/or

133.2.2 to use or apply any such information in performing his duties as a Director of the Company.

133.3 To the extent that the relationship between an Interested Director and a third party to whom he owes a duty of confidentiality gives rise to a conflict of interest or possible conflict of interest, Article 133.2 applies only if the existence of that relationship has been authorised by the Directors pursuant to Article 133.1.

133.4 Where the existence of an Interested Director’s relationship with a third party is authorised by the Directors pursuant to Article 133.1 and his relationship with that third party gives rise to a conflict of interest or possible conflict of interest, the Interested Director shall not be in breach of the general duties he owes to the Company under sections 172 to 174 of CA 2006 because he:

133.4.1 absents himself from (i) meetings of the Director at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or (ii) the discussion of any such matter at a meeting or otherwise; and/or

133.4.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or makes arrangements for such documents and information to be received and read by a professional adviser, for so long as he reasonably believes such conflict of interest or possible conflict of interest subsists.

- 133.5 The provisions of Articles 133.1 and 133.4 are without prejudice to any equitable principle or rule of law which may excuse the Interested Director from:
- 133.5.1 disclosing information in circumstances where disclosure would otherwise be required under these Articles; or
 - 133.5.2 attending meetings or discussions or receiving documents and information as referred to in Article 133.4, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles.

133.6 For the purpose of Articles 133.1 to 133.5:

- 133.6.1 a “conflict of interest” includes a conflict of interest and a conflict of duties;
- 133.6.2 an “interest” means a direct or an indirect interest; and
- 133.6.3 an “interest, transaction or arrangement of which a Director is aware” includes an interest, transaction or arrangement of which that Director ought reasonably to be aware.

134 **Director’s interest in own appointment**

A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested.

Where, proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or its termination) of two or more Directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not otherwise debarred from, voting under these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

135 **Chairman’s ruling conclusive on director’s interest**

If any question arises at any meeting as to the materiality of a Director’s interest (other than the Chairman’s interest) or as to the entitlement of any Director (other than the Chairman) to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the Chairman of the meeting. The Chairman’s ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned (so far as it is known to him) has not been fairly disclosed to the Board.

136 **Directors’ resolution conclusive on chairman’s interest**

If any question arises at any meeting as to the materiality of the Chairman’s interest or as to the entitlement of the Chairman to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman), whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Chairman (so far as it is known to him) has not been fairly disclosed to the Board.

137 **Relaxation of provisions and connected persons**

- 137.1 Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of Articles 130 to 136, either generally or in respect of any particular

matter, or ratify any transaction not duly authorised by reason of a contravention of these Articles.

- 137.2 For the purposes of Articles 130 to 136 (which shall apply equally to alternate Directors) an interest of a person who is for the purposes of CA 2006 connected (within the meaning of section 252 CA 2006) with a Director shall be treated as an interest of the Director.

AUTHENTICATION OF DOCUMENTS

138 Power to authenticate documents

Any Director, the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents 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 to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having their custody shall be deemed to be a person appointed by the Board for this purpose. 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 that such resolution has been duly passed or that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting (as the case may be).

SEALS

139 Safe custody

The Board shall provide for the safe custody of the Seal and of any other seal of the Company.

140 Application of seals

- 140.1 The Seal shall be used only by the authority of a resolution of the Board or of a committee of the Board so authorised. The Board may determine whether any instrument to which the Seal is affixed shall be signed and, if it is to be signed, who shall sign it and by what means. The Board may also determine, either generally or in a particular case, that a signature may be dispensed with or affixed by mechanical or other means. Unless otherwise so determined:

140.1.1 share certificates and, subject to the provisions of any instrument constituting the same, certificates issued under the Seal in respect of any debentures or other securities need not be signed and any signature may be affixed to or printed on any such certificate by any means approved by the Board; and

140.1.2 every other instrument to which the Seal is affixed shall be signed by one Director and by the Secretary or by two Directors (or such other persons as the Board or a committee of the Board shall appoint for that purpose (and if the Secretary is a limited company, such company may nominate any person to act on its behalf)).

141 Execution as a deed without sealing

Any instrument signed by one Director and the Secretary, by two Directors or by a Director in the presence of a witness who attests the signature and expressed to be executed by the Company shall have the same effect as if executed under the Seal, provided that no instrument which makes it clear on its face that it is intended to have effect as a deed shall be so signed without the authority of the Directors or of a committee authorised by the Directors in that behalf.

142 **Official seal for use abroad**

Subject to the provisions of the Statutes, the Company may have an official seal for use in any place abroad.

143 **The Secretary**

143.1 Subject to the provisions of the Statutes, the Board shall appoint a Secretary or Joint Secretaries and shall have power to appoint one or more persons to be an Assistant or Deputy Secretary at such remuneration and on such terms and conditions as it thinks fit and any such person so appointed may be removed by the Board. Any Secretary so appointed may at any time be removed from office by the Directors, without prejudice to any claim for damages for breach of any contract of service between him and the Company.

143.2 Any provision of the Statutes or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

DIVIDENDS AND OTHER PAYMENTS

144 **Declaration of dividends**

Subject to the provisions of the Statutes and of these Articles, the Company may by ordinary resolution declare dividends to be paid to members according to their respective rights and interests in the profits of the Company. However, no dividend shall exceed the amount recommended by the Board.

145 **Interim dividends**

Subject to the provisions of the Statutes, the Board may declare and pay such interim dividends on shares of any class of such amounts and on such dates and for such periods as it determines (including any dividend payable at a fixed rate) as appears to the Board to be justified by the profits of the Company available for distribution. If at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividend as well as on shares conferring preferential rights, unless at the time of payment any preferential dividend is in arrear. Provided that the Board acts in good faith, it shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer by the lawful payment of any interim dividend on any shares ranking after those with preferential rights.

146 **Entitlement to dividends**

Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid but no amount paid up on a share in advance of the date on which a call is payable shall be treated for the purposes of this Article 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 is issued on terms providing that it shall rank for dividend as from a particular date, it shall rank for dividend accordingly.

147 **Calls or debts may be deducted from dividends**

The Board may deduct from any dividend or other money payable to any person on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to the shares of the Company in settlement of any such amounts owed to the Company in relation to such shares.

148 **Distribution in specie**

148.1 The Board may, with the authority of an ordinary resolution of the Company, direct that payment of any dividend declared may be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways. Where any difficulty arises in regard to such distribution, the Board may settle it as it thinks fit. In particular, the Board may:

148.1.1 issue fractional certificates (or ignore fractions) or authorise any person to sell and transfer fractions;

148.1.2 fix the value for distribution of such assets or any part thereof and determine that cash payments may be made to any members on the footing of the value so fixed, in order to adjust the rights of members; and

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

149 **Dividends not to bear interest**

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

150 **Method of payment**

150.1 The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by direct debit, bank transfer, cheque, dividend warrant, or money order or by any other method (including by electronic media) as the Board may consider appropriate. In respect of shares in uncertificated form, where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Company shall from time to time consider sufficient, the Company may also pay any such dividend, interest or other moneys by means of the relevant system concerned (subject always to the facilities and requirements of that relevant system). Without prejudice to the generality of the preceding wording, such payment may include the sending by the Company or by any person on its behalf of an instruction to the Operator of the relevant system to credit the cash memorandum account of the holder or joint holders or, if permitted by the Company, of such person as the holder or joint holders may direct in writing.

150.2 Every such cheque, warrant or order may be sent by post or other delivery service (or by such other means offered by the Company as the member or persons entitled to it may agree in writing) to the registered address (or in the case of a Depositary, subject to the approval of the Board, such persons and addresses as the Depositary may require) of the member or person entitled to it (or, if two or more persons are holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the member or otherwise by operation of law, to the registered address of such of those persons as is first named in the Register) or to such person and such address as such member or person or persons may direct in writing. In respect of shares in uncertificated form, every such payment made by such other method as is referred to in Article 150.1 shall be made in such manner as may be consistent with the facilities and requirements of the relevant system concerned. Without prejudice to the generality of the foregoing, in respect of shares in uncertificated form, such payment may include the sending by the Company or by any person on its behalf of an instruction to the Operator of the relevant system to credit the cash memorandum account of the holder or joint holders or, if permitted by the Company, of such person as the holder or joint holders may in writing direct.

150.3 Every cheque, warrant, order or other form of payment is sent at the risk of the person entitled to the money represented by it, and shall be made payable to the person or persons entitled, or to such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant, order or other form of payment (including, in respect of shares in uncertificated form, the making of payment in accordance with the facilities and requirements

of the relevant system concerned) shall be a good discharge to the Company. If any such cheque, warrant, order or other form of payment has or shall be alleged to have been lost, stolen or destroyed, the Board may, at the request of the person entitled thereto, issue a replacement cheque or warrant or order or make payment in some other form, subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Board may think fit.

- 150.4 The Company shall have no responsibility for any sum lost or delayed in the course of transfer, by or through any bank or other funds transfer system (including the relevant system concerned) or when it has acted on any directions given in writing by the person or persons entitled to it.
- 150.5 Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other moneys payable in respect of such share.
- 150.6 The Board may, at its discretion, make provisions to enable a Depositary and/or any member as the Board shall from time to time determine to receive duly declared dividends in a currency or currencies other than sterling. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the foreign currency equivalent of any sum payable as a dividend shall be such rate or rates and the payment thereof shall be on such terms and conditions as the Board may in its absolute discretion determine.

151 **Uncashed dividends**

If cheques, warrants or orders for dividends or other sums payable in respect of a share sent by the Company to the person entitled thereto are returned to the Company or left uncashed on two consecutive occasions or, following one occasion, reasonable enquiries have failed to establish any new address to be used for the purpose, the Company shall not be obliged to send any dividends or other moneys payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

152 **Unclaimed dividends**

All dividends, interest or other sum payable and unclaimed for 12 months after having become payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of 12 years after having been declared or become due for payment shall (if the Board so resolves) be forfeited and shall cease to remain owing by the Company.

153 **Payment of scrip dividends**

- 153.1 The Board may, with the prior authority of an ordinary resolution of the Company and subject to such terms and conditions as the Board may determine, offer to any holders of Ordinary Shares (excluding any member holding shares as treasury shares) the right to elect to receive Ordinary Shares, credited as fully paid, instead of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply:

153.1.1 the said resolution may specify a particular dividend or dividends (whether or not already declared), or may specify all or any dividends declared within a specified period or periods (but such period or periods may not end later than the fifth anniversary of the date of the meeting at which the said resolution is passed);

153.1.2 the entitlement of each holder of Ordinary Shares to new Ordinary Shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder would have received by way of dividend. For this purpose "relevant value" shall be as determined by the Board acting reasonably.

A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount;

- 153.1.3 no fractions of a share shall be allotted. The Board may make such provisions as it thinks fit for any fractional entitlements including 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 member and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of such member of fully paid Ordinary Shares and/or provisions whereby cash payments may be made to members in respect of their fractional entitlements;
- 153.1.4 the Board shall, after determining the basis of allotment, notify the holders of Ordinary Shares in writing of the right of election offered to them, and specify the procedure to be followed and place at which, and the latest time by which, elections must be lodged in order to be effective save that in the case of any holder of ordinary shares who has previously made, and has not revoked, an earlier election to receive ordinary shares in lieu of all future dividends, the Board shall instead send him a reminder that such election has been made, indicating how that election may be revoked in time for the next dividend proposed to be paid;
- 153.1.5 the Board may exclude from any offer any holders of Ordinary Shares or any Ordinary Shares held by a Depositary where the Board considers that the making of the offer to them or in respect of such shares would or might involve the contravention of the laws of or the requirements of any regulatory body or stock exchange or other authority in any territory or that for any other reason the offer should not be made to them or in respect of such shares;
- 153.1.6 the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on Ordinary Shares in respect of which an election has been duly made (the “**elected Ordinary Shares**”) and instead additional Ordinary Shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the Board may capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including any share premium account or capital redemption reserve) or of any of the profits which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on that 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 Ordinary Shares on that basis. A Board resolution capitalising any part of, such reserve or fund or profits shall have the same effect as if such capitalisation had been declared by ordinary resolution of the Company in accordance with Article 155 and in relation to any such capitalisation the Board may exercise all the powers conferred on them by Article 155 without need of such ordinary resolution;
- 153.1.7 the additional Ordinary Shares so allotted shall rank *par passu* in all respects with each other and with the fully paid Ordinary Shares in issue on the record date for the dividend in respect of which the right of election has been offered, except that they will not rank for any dividend or other distribution or other entitlement which has been declared, paid or made by reference to such record date;
- 153.1.8 the Board may terminate, suspend or amend any offer of the right to, elect to receive Ordinary Shares in lieu of any cash dividend at any time and generally may implement any scrip dividend scheme on such terms and conditions as the Board may from time to time determine and take such other action as the Board

may deem necessary or desirable from time to time in respect of any such scheme; and

- 153.1.9 the Board may establish or vary from time to time a procedure for election mandates in respect of future rights of election and may determine that every duly effected election in respect of any Ordinary Shares shall be binding on every successor in title to the holder thereof until the election mandate is revoked following that procedure.

154 **Reserves**

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

155 **Capitalisation of reserves**

- 155.1 The Board may, with the authority of an ordinary resolution of the Company:

155.1.1 subject as provided in this Article, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company which is available for distribution or standing to the credit of share premium account or capital redemption reserve or other undistributable reserve;

155.1.2 appropriate the sum resolved to be capitalised to the holders of Ordinary Shares on the Register at the close of business on the date of the resolution (or such other date as may be specified therein or determined as therein provided) in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum was then distributable and was distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those holders of Ordinary Shares or as they may direct, in those proportions, or partly in one way and partly in the other, provided that:

155.1.2.1 the share premium account, the capital redemption reserve, any other undistributable reserve and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to holders of Ordinary Shares credited as fully paid; and

155.1.2.2 where the amount capitalised is applied in paying up in full unissued shares, the Company will also be entitled to participate in the relevant distribution in relation to any Ordinary Shares held by it as treasury shares and the proportionate entitlement of the members to the distribution will be calculated accordingly;

- 155.1.3 resolve that any shares so allotted 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 dividends;
- 155.1.4 make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit thereof to the Company rather than to the holders of Ordinary Shares concerned) or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions;
- 155.1.5 authorise any person to enter on behalf of all the holders of Ordinary Shares concerned into an agreement with the Company providing for either:
 - 155.1.5.1 the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation; or
 - 155.1.5.2 the payment up by the Company on behalf of such holders by the application thereto of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares (any agreement made under such authority being effective and binding on all such holders),

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

156 **Record dates**

Notwithstanding any other provision of these Articles, but without prejudice to the rights attached to any shares and subject always to the Statutes, the Company or the Board may by resolution specify any date (the “**record date**”) as the date at the close of business (or such other time as the Board may determine) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue, notice, information, document or circular and such record date may be on or at any time before the date on which the same is paid, made, given or served or (in the case of any dividend, distribution, interest, allotment or issue) at any time after the same is recommended, resolved, declared or announced but without prejudice to the rights inter se in respect of the same of transferors and transferees of any such shares or other securities. No change in the register of such holders after the record date shall invalidate the same.

ACCOUNTS

157 **Accounting records**

The Board shall cause accounting records to be kept in accordance with CA 2006.

158 **Inspection of records**

No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the court of a competent jurisdiction, by the Board or by ordinary resolution of the Company.

159 **Accounts to be sent to members**

- 159.1 Except as provided in Article 160, a copy of the Directors’ and Auditors’ reports accompanied by copies of the annual accounts shall, not less than 21 clear days before the annual general meeting before which they are to be laid, be delivered or sent to every member and holder of debentures of the Company and to the Auditors and to every other person who is entitled to receive notice of general meetings. However, this Article shall not require a copy of those documents to be sent to any person who under the provisions of these Articles is not entitled to receive notices from the Company or of whose address the Company is unaware or to any

holder of debentures of whose address the Company is unaware or to more than one of the joint holders of any shares, Deferred Shares or debentures.

159.2 The provisions of Article 161.2 apply, mutatis mutandis, to any reports or accounts supplied by means of a website.

160 **Summary financial statements**

The Company may, in accordance with section 426 CA 2006 and any regulations made under it, send a summary financial statement to any member instead of or in addition to the documents referred to in Article 159. Where it does so, the statement shall be delivered or sent to the member, or made available on a website in accordance with CA 2006, not less than 21 clear days before the annual general meeting before which those documents are to be laid.

NOTICES

161 **Form of notices**

161.1 Notwithstanding anything to the contrary in these Articles, any notice or document to be given, sent, issued, deposited, served, delivered or lodged (or the equivalent) to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and any such notice or document shall be deemed given, sent, issued, deposited, served, delivered or lodged, or the equivalent where it is sent in electronic form, to an address for the time being notified for that purpose to the person giving the notice, but subject always to the provisions of Article 164.2 and, in the case of notices or other documents sent in electronic form, subject to and in accordance with the provisions of the Statutes.

161.2 Subject to the Statutes, any document or information is validly sent or supplied by a Company if it is made available on a website.

161.3 Where a document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter.

161.4 Any amendment or revocation of a notification given to the Company under this Article shall only take effect if in writing, authenticated by the member and on actual receipt by the Company thereof.

161.5 An electronic communication shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

162 **Service of notice on members**

162.1 The Company may give any notice or document (including a share certificate) to a member, either personally or by sending it by post or other delivery service in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by any other means authorised in writing by the member concerned or, subject to and in accordance with the Statutes, by sending it in electronic form to an address for the time being notified to the Company by the member or by making it available on a website. In the case of a member registered on an overseas branch register any such notice or document may be posted either in the United Kingdom or in the territory in which such branch register is maintained.

162.2 In the case of joint holders of a share or Deferred Share (as applicable), all notices or documents shall be given to the joint holder whose name stands first in the Register in respect of the joint holding. Notice so given shall be sufficient notice to all the joint holders.

162.3 Where a member (or, in the case of joint holders, the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which notices or other documents may be given to him or,

subject to and in accordance with the provisions of the Statutes, of an address to which notices or documents may be sent in electronic form, he shall be entitled to have notices or documents given or sent to him at that address; but otherwise no such member shall be entitled to receive any notice or document from the Company.

162.4 If on at least two consecutive occasions the Company has attempted to send notices or documents in electronic form to an address for the time being notified to the Company by a member for that purpose but the Company is aware that there has been a failure of delivery of such notice or document, then the Company shall thereafter send notices or documents through the post to such member at his registered address or his address for the service of notices by post, in which case the provisions of Article 162.5 shall apply.

162.5 If on three consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of notices or, subject to and in accordance with the provisions of the Statutes, an address to which notices may be sent in electronic form.

163 **Service of notice in case of death or bankruptcy, etc**

The Company may send or supply any notice or document on the person entitled to a share and/ or Deferred Share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law, by sending or delivering it in any manner authorised by these Articles for the giving of a notice or document to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom to which notices may be sent by electronic means supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, any notice, document or other communication sent or supplied to any member pursuant to these Articles in any manner in which it might have been sent or supplied if the death, bankruptcy or other event had not occurred shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share and/ or Deferred Share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served or delivered in respect of any share and/ or Deferred Share registered in the name of that member as sole or joint holder.

164 **Evidence of service**

164.1 Any notice, certificate or other document, addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post, be deemed to have been served or delivered on the working day after the day when it was put in the post (or, where second-class mail is employed, on the second working day after the day when it was put in the post). Proof that an envelope containing the notice or document was properly addressed and put into the post as a prepaid letter shall be conclusive evidence that the notice was given. Any notice, certificate or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered, on the day (or, if not a working day, the next working day) and at the time on which it was so delivered or left.

164.2 Any notice or other document addressed to a member shall, if sent using electronic means, be deemed to have been served or delivered at the expiration of 48 hours after the time it was first sent. In proving such service or delivery it shall be conclusive to prove that the address used for the electronic communication was correct and that the electronic communication was properly dispatched by the Company, unless the Company is aware that there has been a failure of delivery of such notice or document following at least two attempts in which case such notice or document shall be sent to the member at his registered address or address for service in the United Kingdom provided that the date of deemed service or delivery shall be

48 hours from the despatch of the original electronic communication in accordance with this Article.

164.3 In calculating a period of hours for the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

164.4 Any notice or other document sent by a relevant system shall be deemed to have been served or delivered when the Company (or a sponsoring system participant acting on its behalf) sends the issuer instructions relating to the notice or document.

164.5 Any member present, either personally or by proxy, at any general meeting of the Company or of the holders of any class of share in the Company shall for all purposes be deemed to have received due notice of that meeting, and of the purposes for which the meeting was called.

165 **Notice binding on transferees**

Every person who by operation of law, transfer or by any other means becomes entitled to a share or Deferred Share shall be bound by any notice in respect of that share or Deferred Share (other than a notice given by the Company under section 793 CA 2006) which, before his name is entered in the Register, has been duly given to a person from whom he derives his title.

166 **Notice by advertisement**

Any notice to be given by the Company to the members or any of them, and not otherwise provided for by these Articles, shall be sufficiently given if given by advertisement in at least one national newspaper published in the United Kingdom and, where the Company keeps an overseas branch register, in at least one daily newspaper published in the territory in which such register is maintained. Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement first appears.

167 **Suspension of postal services**

Subject to the Statutes and to any other provision of these Articles, if at any time by reason of the suspension, interruption or curtailment of postal services or threat thereof within the United Kingdom the Company is or would be unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in accordance with Article 166. Such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the first of such advertisements 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.

WINDING UP

168 **Division of assets**

If the Company is wound up the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members (excluding any member holding shares as treasury shares) in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. Any such division may be otherwise than in accordance with the existing rights of the members, but if any division is resolved otherwise than in accordance with such rights, the members shall have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to section 110 of the Insolvency Act 1986. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees on such trusts for the benefit of the members as he with the like sanction shall determine, but no member shall be compelled to accept any assets on which there is a liability.

169 **Transfer or sale under section 110 insolvency act 1986**

A special resolution sanctioning a transfer or sale to another company duly passed pursuant to section 110 of the Insolvency Act 1986 may in the like manner authorise the distribution of any shares and/ or Deferred Shares or other consideration receivable by the liquidator among the members (excluding any member holding shares as treasury shares) otherwise than in accordance with their existing rights, and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by the said section.

INDEMNITY

170 **Right to indemnity**

170.1 Subject to the Statutes, each relevant director shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer, including, without limitation:

170.1.1 in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

170.1.2 in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006); and

170.1.3 any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs.

170.2 In this Article 170:

170.2.1 companies are associated if one is a subsidiary of the other, or both are subsidiaries of the same body corporate; and

170.2.2 a 'relevant director' means any director or former director of the Company or an associated company.

171 **Power to insure**

Subject to the provisions of the Statutes, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer (excluding the Auditors) or employee of the Company or of any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has an interest whether direct or indirect or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such other company or subsidiary undertaking is or has been interested indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee.

172 **Rights of Deferred Shares**

172.1 Deferred Shareholders shall have no rights to receive sums distributed by the Company in respect of any financial year in respect of the Deferred Shares held by such Deferred Shareholders.

- 172.2 On a return of capital on liquidation or otherwise, the Deferred Shares (if any) shall be entitled to receive an amount equal to the nominal value of such Deferred Shares from the surplus assets of the Company, but only after:
- 172.2.1 the payment of the Company's liabilities; and
 - 172.2.2 the distribution of the first £100,000,000 of remaining surplus assets of the Company to the Ordinary Shareholders.
- 172.3 The Deferred Shareholders shall not, save as mentioned in 172.2 above, be entitled to share or participate further or otherwise in such surplus assets.
- 172.4 The Deferred Shares shall be issued in uncertificated form and no Deferred Shareholder shall be entitled to any share certificate in respect of their holding of Deferred Shares.
- 172.5 The Deferred Shareholders shall have no rights to vote on any resolution (including resolutions in writing) of the Company (or any class of members of the Company) nor to receive notice of, or attend at, any general meeting of the Company in respect of the Deferred Shares held by such Deferred Shareholders.
- 172.6 The Deferred Shareholders shall not be entitled to participate in any offer of shares made pursuant to these Articles or otherwise.
- 172.7 Deferred Shares shall not be transferred without the prior written consent of the Board acting in its absolute discretion and the Directors may refuse to register the transfer of any Deferred Share if such consent has not been obtained, in which case, the provisions of Article 35 shall apply and references to "shares" in that Article shall be deemed to be references to "Deferred Shares". If the Board (acting in its absolute discretion) consents to the transfer of Deferred Shares in accordance with this Article 172.7, the provision of Articles 33 and 37 shall apply and references to "shares" in that Article shall be deemed to be references to "Deferred Shares".