

Company No. 9928412

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HSBC UK BANK PLC

(As adopted by Special Resolution passed on 30 April 2019)

CONTENTS

PRELIMINARY	1
1 INTERPRETATION	1
2 OTHER REGULATIONS NOT TO APPLY	3
3 LIMITED LIABILITY	3
4 REGISTERED OFFICE	3
SHARE CAPITAL	4
5 ORDINARY SHARES	4
6 ALLOTMENT	4
7 SECTION 551 OF THE ACT AUTHORITY	4
8 POWER TO ISSUE DIFFERENT CLASSES OF SHARES	4
9 RIGHTS AND RESTRICTIONS ATTACHING TO SHARES	5
10 VARIATION OF RIGHTS	5
11 COMMISSION	5
12 TRUSTS NOT RECOGNISED	5
13 REGISTRATION OF MEMBERS	6
14 WARRANTS	6
SHARE CERTIFICATES	7
15 RIGHT TO CERTIFICATE	7
16 REPLACEMENT CERTIFICATES	7
LIEN	8
17 COMPANY'S LIEN ON SHARES NOT FULLY PAID	8
18 ENFORCEMENT OF LIEN BY SALE	8
19 APPLICATION OF PROCEEDS OF SALE	8
CALLS ON SHARES	9
20 CALLS	9
21 POWER TO DIFFERENTIATE	9
22 INTEREST ON CALLS	9
23 PAYMENT IN ADVANCE	9
24 AMOUNTS DUE ON ALLOTMENT OR ISSUE TREATED AS CALLS	9
FORFEITURE	10
25 NOTICE IF CALL NOT PAID	10
26 FORFEITURE FOR NON-COMPLIANCE	10
27 NOTICE AFTER FORFEITURE	10
28 DISPOSAL OF FORFEITED SHARES	10

29	ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE	11
30	SURRENDER	11
	TRANSFER OF SHARES	12
31	METHOD OF TRANSFER	12
32	RIGHT TO REFUSE REGISTRATION	12
33	FEES ON REGISTRATION	12
	TRANSMISSION OF SHARES	13
34	ON DEATH	13
35	ELECTION OF PERSON ENTITLED BY TRANSMISSION	13
36	RIGHTS ON TRANSMISSION	13
	SHARE CAPITAL	14
37	FRACTIONS	14
38	REDUCTION OF CAPITAL	14
39	PURCHASE OF OWN SHARES	14
	GENERAL MEETINGS	16
40	ANNUAL GENERAL MEETINGS	16
41	CONVENING OF GENERAL MEETINGS BY THE BOARD	16
42	CONVENING OF GENERAL MEETINGS BY REQUIREMENT OF THE MEMBERS	16
43	LENGTH AND FORM OF NOTICE	16
44	POSTPONEMENT OF GENERAL MEETINGS	17
45	SPECIAL BUSINESS	17
	PROCEEDINGS AT GENERAL MEETINGS	18
46	QUORUM	18
47	PROCEDURE IF QUORUM NOT PRESENT	18
48	CHAIRMAN	18
49	RIGHT TO ATTEND AND SPEAK	18
50	POWER TO ADJOURN	19
51	NOTICE OF ADJOURNED MEETING	19
52	BUSINESS AT ADJOURNED MEETING	19
53	ACCOMMODATION OF MEMBERS AT MEETING	19
54	SECURITY	20
	VOTING	21
55	METHOD OF VOTING	21
56	PROCEDURE ON A POLL	21
57	VOTES OF MEMBERS	22
58	CASTING VOTE	23

59	RESTRICTION ON VOTING RIGHTS FOR UNPAID CALLS ETC.	23
60	VOTING BY PROXY	23
61	APPOINTMENT OF PROXY	24
62	VALIDITY OF ACTIONS BY PROXY	24
63	CORPORATE REPRESENTATIVES	25
64	OBJECTIONS TO AND ERROR IN VOTING	25
65	AMENDMENTS TO SPECIAL RESOLUTIONS	25
66	AMENDMENTS TO ORDINARY RESOLUTIONS	25
67	FAILURE TO DISCLOSE INTERESTS IN SHARES	26
	APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS	28
68	NUMBER OF DIRECTORS	28
69	POWER OF THE COMPANY TO APPOINT DIRECTORS	28
70	POWER OF THE BOARD TO APPOINT DIRECTORS	28
71	ELIGIBILITY OF NEW DIRECTORS	28
72	VOTING ON RESOLUTION FOR APPOINTMENT	28
73	RETIREMENT BY ROTATION	28
74	REMOVAL BY ORDINARY RESOLUTION	28
75	VACATION OF OFFICE BY DIRECTOR	29
	ALTERNATE DIRECTORS	30
76	APPOINTMENT	30
77	REVOCAION OF APPOINTMENT	30
78	PARTICIPATION IN BOARD MEETINGS	30
79	RESPONSIBILITY	30
	REMUNERATION, EXPENSES AND PENSIONS	31
80	DIRECTORS' FEES	31
81	ADDITIONAL REMUNERATION	31
82	EXPENSES	31
83	REMUNERATION AND EXPENSES OF ALTERNATE DIRECTORS	31
84	DIRECTORS' PENSIONS AND OTHER BENEFITS	31
	POWERS AND DUTIES OF THE BOARD	32
85	POWERS OF THE BOARD	32
86	POWERS OF DIRECTORS BEING LESS THAN MINIMUM REQUIRED NUMBER	32
87	DELEGATION TO COMMITTEES	32
88	AGENTS	33
89	ASSOCIATE DIRECTORS	33
90	EXERCISE OF VOTING POWERS	33
91	PROVISION FOR EMPLOYEES	33

92	REGISTERS	33
93	BORROWING POWERS	33
94	REGISTER OF CHARGES	34
95	DIRECTORS' INTERESTS	34
	PROCEEDINGS OF DIRECTORS AND COMMITTEES	39
96	BOARD MEETINGS	39
97	NOTICE OF BOARD MEETINGS	39
98	QUORUM	39
99	CHAIRMAN OF BOARD	39
100	VOTING	39
101	PARTICIPATION BY TELEPHONE	39
102	RESOLUTION IN WRITING	40
103	PROCEEDINGS OF COMMITTEES	40
104	MINUTES OF PROCEEDINGS	40
105	VALIDITY OF PROCEEDINGS OF BOARD OR COMMITTEE	40
	SECRETARY AND AUTHENTICATION OF DOCUMENTS	41
106	SECRETARY	41
107	AUTHENTICATION OF DOCUMENTS	41
	SEALS	42
108	SAFE CUSTODY	42
109	APPLICATION OF SEALS	42
110	OFFICIAL SEAL FOR USE ABROAD	42
	DIVIDENDS AND OTHER PAYMENTS	43
111	DECLARATION OF DIVIDENDS	43
112	INTERIM DIVIDENDS	43
113	COMPLIANCE WITH LAW	43
114	ENTITLEMENT TO DIVIDENDS	43
115	METHOD OF PAYMENT	43
116	DIVIDENDS NOT TO BEAR INTEREST	44
117	CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS ETC.	44
118	UNCLAIMED DIVIDENDS ETC.	44
119	UNCASHED DIVIDENDS	45
120	PAYMENT OF DIVIDENDS IN SPECIE	45
121	CAPITALISATION OF PROFITS	45
122	RECORD DATES	46
	ACCOUNTS	47
123	KEEPING AND INSPECTION OF ACCOUNTS	47

124	ACCOUNTS TO BE SENT TO MEMBERS ETC.	47
	NOTICES AND COMMUNICATIONS	48
125	FORM OF NOTICES AND COMMUNICATIONS BY THE COMPANY	48
126	NOTICE BY ADVERTISEMENT	48
127	DEEMED DELIVERY OF NOTICES, DOCUMENTS AND INFORMATION	48
128	NOTICE BINDING ON TRANSFEREES ETC.	49
129	NOTICE IN CASE OF JOINT HOLDERS AND ENTITLEMENT BY TRANSMISSION	49
	MISCELLANEOUS	50
130	CHANGE OF COMPANY NAME	50
131	DESTRUCTION OF DOCUMENTS	50
132	WINDING UP	50
133	INDEMNITY OF OFFICERS, FUNDING DIRECTORS' DEFENCE COSTS AND POWER TO PURCHASE INSURANCE	51

PRELIMINARY

1 INTERPRETATION

(A) In these Articles, unless the context otherwise requires:

"**Act**" means, subject to Article 1(H), the Companies Act 2006;

"**Articles**" means these Articles of Association as altered or varied from time to time (and "**Article**" means one of these Articles);

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

"**Board**" means the board of Directors for the time being of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present;

"**Business Day**" means a day (not being a Saturday or Sunday) on which clearing banks are open for business in London;

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

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

"**the Company**" means HSBC UK RFB plc;

"**company**" includes any body corporate (not being a corporation sole) or association of persons, whether or not a company within the meaning of the Act;

"**Director**" means a director for the time being of the Company;

"**dividend**" means a distribution or a bonus;

"**electronic form**" has the meaning given in section 1168 of the Act, and shall include provision of any information or document on a website, and references to "**electronic copy**", "**electronic communication**" and "**electronic means**" shall be construed accordingly;

"**entitled by transmission**" means, in relation to a share, entitled as a consequence of the death or bankruptcy of a member, or as a result of another event giving rise to a transmission of entitlement by operation of law;

"**executed**" includes, in relation to a document, execution under hand or under seal or by any other method permitted by law;

"**hard copy**" means any document sent or supplied in a paper copy or similar form capable of being read by the recipient;

"**holder**" means, in relation to a 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 joint holders, of that share;

"**in writing**" includes printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non transitory form and, if the Board shall in its absolute discretion determine for any purpose or purposes

under these Articles, subject to such terms and conditions as the Board may determine, electronic communications;

"member" means a member of the Company;

"Office" means the registered office for the time being of the Company;

"paid", **"paid up"** and **"paid-up"** mean paid or credited as paid;

"qualifying person" means an individual who is a member of the Company, a person authorised under section 323 of the Act to act as the representative of a corporation in relation to a meeting or a person appointed as proxy of a member in relation to the meeting;

"Register" means the register of members of the Company kept pursuant to section 113 of the Act and, where the context requires, any register maintained by the Company of persons holding any renounceable right of allotment of a share;

"seal" means any common seal of the Company or any official seal kept by the Company by virtue of the Act;

"Secretary" means 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 Act) a joint, temporary, assistant or deputy secretary; and

"Transfer Office" means the place where the Register is kept.

- (B) Unless the context otherwise requires words and expressions to which a particular meaning is given by the Act as in force when these Articles are adopted shall have the same meaning in these Articles, except where the word or expression is otherwise defined in these Articles.
- (C) Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.
- (D) References to a "meeting" shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.
- (E) A member is "present" at a meeting if the member (being an individual) attends in person or if the member (being a corporation) attends by its duly authorised representative, who attends in person, or if the member attends by his or its duly appointed proxy, who attends in person.
- (F) References to a "debenture" include debenture stock.
- (G) References to a "spouse" include, without limitation, a reference to a civil partner.
- (H) A reference to any statute or provision of a statute shall include any orders, regulations or other subordinate legislation made under it and shall, unless the context otherwise requires, include any statutory modification or re-enactment of any statute or provision of a statute for the time being in force. This Article does not affect the interpretation of Article 1(B).
- (I) The headings and footnotes are inserted for convenience only and shall not affect the construction of these Articles.

- (J) The *ejusdem generis* principle of construction shall not apply. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

2 **OTHER REGULATIONS NOT TO APPLY**

No regulations for management of a company set out in any schedule to any statute concerning companies or contained in any regulations or instrument made pursuant to a statute shall apply to the Company, but the following shall be the Articles of Association of the Company.

3 **LIMITED LIABILITY**

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

4 **REGISTERED OFFICE**

The Office shall be at such place in England and Wales as the Board from time to time appoints.

SHARE CAPITAL

5 ORDINARY SHARES

- (A) The ordinary shares rank pari passu in all respects.
- (B) Fully paid ordinary shares confer identical rights in respect of capital, dividends (save where and to the extent that any such share is issued on terms providing that it shall rank for dividend as from a particular date), voting and otherwise.

6 ALLOTMENT

Subject to the Act, these Articles and any resolution of the Company, the directors may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise deal with or dispose of any shares to such persons, at such times and generally on such terms as the directors may decide.

7 SECTION 551 OF THE ACT AUTHORITY

- (A) In addition to the authority in Article 6, the Company may from time to time pass an ordinary resolution referring to this Article and authorising, in accordance with section 551 of the Act, the directors to exercise all the powers of the Company to allot shares or to grant rights to subscribe for or convert any security into shares and:
 - (i) on passing of the resolution the directors shall be generally and unconditionally authorised to allot such shares or grant such rights up to the maximum nominal amount specified in the resolution; and
 - (i) unless previously revoked the authority shall expire on the day specified in the resolution (not being more than five years from the date on which the resolution is passed),

but any authority given under this Article shall allow the Company, before the authority expires, to make an offer or agreement which would or might require shares to be allotted or rights to be granted after it expires.

- (B) In this Article 7, the nominal amount of securities is, in the case of rights to subscribe for or convert any securities into shares of the Company, the nominal amount of shares which may be allotted pursuant to those rights.
- (C) The Board may at any time after the allotment of a share but before a person has been entered in the Register as the holder of the share recognise a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on such terms and conditions the Board thinks fit.

8 POWER TO ISSUE DIFFERENT CLASSES OF SHARES

- (A) Subject to sections 549 to 609 of the Act 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.
- (B) Subject to sections 684 to 689 of the Act 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 on such terms and in

such manner as these Articles may provide, and the Directors may determine the terms, conditions and manner of redemption of any such share.

9 **RIGHTS AND RESTRICTIONS ATTACHING TO SHARES**

If rights and restrictions attaching to shares are determined by ordinary resolution or by the Directors pursuant to Article 8, those rights and restrictions shall apply in place of any rights or restrictions that would otherwise apply by virtue of the Act in the absence of any provisions in these Articles, as if those rights and restrictions were set out in these Articles.

10 **VARIATION OF RIGHTS**

- (A) Any of the rights or privileges for the time being attached to any share or class of shares in the Company (and notwithstanding that the Company may be or be about to be in liquidation) may be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the class, or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as hereinafter provided (but not otherwise).
- (B) The rights attached to a class of shares are not, unless otherwise expressly provided for in the rights attaching to those shares, deemed to be varied by the creation, allotment or issue of further shares ranking *pari passu* with or subsequent to them or by the purchase or redemption by the Company of its own shares in accordance with the Act.
- (C) If any class of shares shall have any preferential right to dividend or return of capital, the conferring upon other shares of rights to either dividend or return of capital ranking in point of priority either before or *pari passu* with that class shall (unless otherwise expressly provided by the terms of issue of that class or by these Articles) be deemed a variation of the rights of the holders of that class of shares.
- (D) Save for the circumstances set out in the first two sentences of Article 42, all the provisions in these Articles as to general meetings shall *mutatis mutandis* apply to every meeting of the holders of any class of shares. The quorum at every such meeting shall be two persons holding or representing by proxy at least one-third of the nominal amount paid up on the issued shares of the class. Every holder of shares of the class, 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. If at any adjourned meeting of such holders such quorum as aforesaid is not present, one person holding shares of the class who is present in person or by proxy shall be a quorum.

11 **COMMISSION**

The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Act. Subject to the provisions of the Act, 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.

12 **TRUSTS NOT 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 on any trust, and (except as aforesaid) the Company shall not be bound by or recognise (even if having notice of it) any equitable, contingent,

future, partial or other claim to or interest in any share except an absolute right of the holder to the whole of the share.

13 **REGISTRATION OF MEMBERS**

The Company shall not be bound to register more than four persons as the joint holders of any share (except in the case of executors or trustees of a deceased member).

14 **WARRANTS**

The Company may issue, under the seal, share warrants to bearer in respect of any fully paid shares in the Company, stating that the bearer is entitled to the shares represented thereby, and the Company may provide by coupons or otherwise for the payment of any future dividends on the shares so represented. Such powers shall be vested in the Board which may determine and from time to time vary the conditions upon which warrants shall be issued. Without prejudice to the generality of the foregoing, the Board may determine the conditions upon which any warrant or coupon shall be replaced, but so that, in the case of the loss of a warrant or coupon, no replacement warrant or coupon shall be issued unless the Board is satisfied beyond reasonable doubt that the original has been destroyed, and the Board may also determine the conditions upon which the bearer of a warrant shall be entitled to receive notice of, and to attend and vote and demand a poll at, general meetings of the Company and to join in requisitioning or convening general meetings, and upon which a warrant may be surrendered and the name of the bearer entered in the Register in respect of the shares represented thereby. Subject to such conditions and to the provisions of these Articles and of the Act, the bearer of a warrant shall be deemed to be a member for all purposes. The bearer of a warrant shall hold the same subject to the conditions for the time being in force in regard to warrants for shares of the same class of shares to which the warrant relates and whether such conditions are determined by the Board before or after the issue of such warrant.

SHARE CERTIFICATES

15 RIGHT TO CERTIFICATE

- (A) On becoming the holder of any certificated share every person (except a person to whom the Company is not required by law to issue a certificate) shall be entitled, without charge, to receive within two months after allotment or lodgement of a transfer (unless the terms of issue of the shares provide otherwise) one certificate for all the certificated shares of each class registered in his name. Such certificate shall specify the number, class, and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount or respective amounts paid up thereon.
- (B) 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.
- (C) 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.
- (D) A certificate shall be issued under a seal, which may be affixed to or printed on it, or in such other manner as the Board may approve, having regard to the terms of allotment or issue of the shares.

16 REPLACEMENT CERTIFICATES

- (A) 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.
- (B) 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.
- (C) Where a certificate is worn out or defaced the Board may require the certificate to be delivered to it before issuing a replacement and cancelling the original. If a certificate is lost or destroyed, the Board may cancel it and issue a replacement certificate on such terms as to provision of evidence and indemnity and to payment of any exceptional out-of-pocket expenses incurred by the Company in the investigation of that evidence and the preparation of that indemnity as the Board may decide.

LIEN

17 COMPANY'S LIEN ON SHARES NOT FULLY PAID

- (A) The Company has a first and paramount lien on all partly paid shares for an amount payable in respect of the share, whether the due date for payment has arrived or not. The lien applies to all dividends from time to time declared or other amounts payable in respect of the share.
- (B) The Board may either generally or in a particular case declare a share to be wholly or partly exempt from the provisions of this Article 17. Unless otherwise agreed with the transferee, the registration of a transfer of a share operates as a waiver of the Company's lien (if any) on that share.

18 ENFORCEMENT OF LIEN BY SALE

- (A) 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 the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating 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 shall have been served on the holder or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for 14 clear days after service of such notice.
- (B) For giving effect to any such sale, the Board may authorise some person to execute an instrument of transfer of the shares sold in the name and on behalf of the holder of or the persons entitled by transmission to the shares in favour of the purchaser or as the purchaser may direct. 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.

19 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 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 member or the person (if any) entitled by transmission to the shares so sold.

CALLS ON SHARES

20 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 or any class of shares 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 holder(s) 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. The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect thereof.

21 POWER TO DIFFERENTIATE

The Board may make arrangements on the allotment or, subject to the terms of the allotment, on the issue of shares for a difference between the allottees or holders in the amounts and times of payment of a call on their shares, except as between holders of shares of the same class.

22 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.

23 PAYMENT IN ADVANCE

The Board may, if it thinks fit, receive from a member all or part of the amounts uncalled and unpaid on shares held by him. A payment in advance of calls extinguishes to the extent of the payment the liability of the member on the shares in respect of which it is made. The Company may pay interest on the amount paid in advance, or on so much of it as from time to time exceeds the amount called on the shares in respect of which the payment in advance has been made, at such rate (not exceeding 20 per cent. per annum) as the Board may decide. Except in a liquidation, sums paid in advance of a call shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid.

24 AMOUNTS DUE ON ALLOTMENT OR ISSUE 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 shall apply as if such amount had become due and payable by virtue of a call.

FORFEITURE

25 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.

26 FORFEITURE FOR NON-COMPLIANCE

- (A) If the notice referred to in Article 25 is not complied with, a share in respect of which it is given may, at any time before the payment required by the notice (including interest, costs, charges and expenses) has been made, be forfeited by a resolution of the Board. All dividends declared or other amounts due in respect of the forfeited share and not paid before the forfeiture shall also be forfeited.
- (B) A forfeiture of a share include all dividends in respect of the share not actually paid before the forfeiture, notwithstanding that they have actually been declared.

27 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.

28 DISPOSAL OF FORFEITED SHARES

- (A) Every share which shall be forfeited shall thereupon become the property of the Company. Subject to the provisions of the Act any such share may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto 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 shares in question and may enter the name of the transferee in respect of the transferred shares in the Register notwithstanding the absence of any share certificate being lodged in respect thereof and may issue a new certificate to the transferee and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. The Company may receive the consideration (if any) given for the share on its disposal.
- (B) 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 of payment 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.
- (C) A statutory declaration that the declarant is a Director or the Secretary and that a share has been forfeited or sold to satisfy a lien of the Company on the date stated in the declaration is conclusive evidence of the facts stated in the declaration against all persons claiming to be entitled to the share. The declaration (subject if necessary to the transfer of the share) constitutes good title to the share and the person to whom the share is sold,

re-allotted or disposed of is not bound to see to the application of the consideration (if any). His title to the share is not affected by an irregularity in or invalidity of the proceedings connected with the forfeiture or disposal.

29 **ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE**

A shareholder whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited. 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 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 and demands 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.

30 **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.

TRANSFER OF SHARES

31 METHOD OF TRANSFER

- (A) Each member may transfer all or any of his shares 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.
- (B) The transferor 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.
- (C) Any authority to sign an instrument of transfer granted by a member for the purpose of transferring shares which may be lodged, produced or exhibited with or to the Company at the Transfer Office shall, as between the Company and the grantor of such authority, be taken and deemed to continue and remain in full force and effect and the Company may allow the same to be acted upon until such time as express notice in writing of the revocation of the same shall have been given and lodged at the Transfer Office at which the authority was lodged, produced or exhibited. Even after the giving and lodging of such notice, the Company shall be entitled to give effect to any instrument signed under the authority to sign and certified by any officer of the Company as being in order before the giving and lodging of such notice. The Company shall not be bound to allow the exercise of any act or matter by an agent for a member, unless a duly certified copy of such agent's authority be deposited at the Transfer Office.

32 RIGHT TO REFUSE REGISTRATION

- (A) The Directors may in their absolute discretion refuse to register the transfer of a share which is not fully paid or the transfer of a share on which the Company has a lien.
- (B) If the Board refuses to register a transfer of a share it shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company send notice of the refusal, together with the reasons for the refusal, to the transferee. Any instrument of transfer which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.

33 FEES ON REGISTRATION

The Company (at its option) may or may not charge a fee for registering the transfer of a share or the renunciation of a renounceable letter of allotment or other document or instructions relating to or affecting the title to a share or the right to transfer it or for making any other entry in the Register.

TRANSMISSION OF SHARES

34 ON DEATH

- (A) 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.
- (B) Nothing in these Articles shall release the estate of a deceased member from any liability in respect of any share which has been solely or jointly held by him.

35 ELECTION OF PERSON ENTITLED BY TRANSMISSION

- (A) Any person becoming entitled to a share in consequence of the death or bankruptcy of any member, or of any other event giving rise to a transmission of such entitlement by operation of law, may, on 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.
- (B) 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 to that person.
- (C) All the provisions of these Articles relating to the transfer of 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.
- (D) The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the 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 until the requirements of the notice have been complied with.

36 RIGHTS ON TRANSMISSION

Where a person becomes entitled to a share in consequence of the death or bankruptcy of any member, or of any other event giving rise to a transmission of such entitlement by operation of law, the rights of the holder in relation to such 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, except that he shall not, before he is registered as the holder of the share, be entitled in respect of it to receive notice of, or to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

SHARE CAPITAL

37 FRACTIONS

- (A) Whenever as the result of any consolidation, division or sub-division of shares any difficulty arises, the Board may settle it as it thinks fit and in particular (but without prejudice to the generality of the foregoing):
- (i) whenever as a result of any consolidation of shares any members would become entitled to fractions of shares, the Board may, on behalf of those members, sell the shares incorporating the fractions for the best price reasonably obtainable to any person (including the Company) and distribute the net proceeds of sale after deduction of the expenses of sale in due proportion among those members (except that any amount otherwise due to a member, being less than £2.50 or its equivalent based on such exchange rate as the Board may determine in any other relevant currency or such other sum as the Board may from time to time determine, may be retained for the benefit of the Company); or
 - (ii) alternatively, provided that the necessary unissued shares are available, the Board may, in each case where the number of shares held by any holder is not an exact multiple of the number of shares to be consolidated into a single share, issue to each such holder credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding to such a multiple (such issue being deemed to have been effected immediately prior to consolidation); and the amount required to pay up such 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 profit and loss account and capitalised by applying the same in paying up such shares.
- (B) To give effect to a sale pursuant to sub-paragraph (A)(i) of this Article 37 the Board may arrange for the shares representing the fractions to be entered in the Register as shares. The Board may also authorise a person to transfer the shares to, or to the direction of, the purchaser. The purchaser is not bound to see to the application of the purchase money and the title of the transferee to the shares is not affected by an irregularity or invalidity in the proceedings connected with the sale.
- (C) If shares are allotted or issued pursuant to sub-paragraph (A)(ii) of this Article 37, a resolution of the Board capitalising part of the reserves has the same effect as if the capitalisation had been declared by ordinary resolution of the Company pursuant to Article 121. In relation to the capitalisation the Board may exercise all the powers conferred on it by Article 121 without an ordinary resolution of the Company.

38 REDUCTION OF CAPITAL

Subject to the Act and to the rights attached to existing shares, the Company may by special resolution reduce its share capital, capital redemption reserve, share premium account or other undistributable reserve in any way. Unless otherwise provided by its terms of issue, the rights attached to any preference share shall not be deemed to be varied or abrogated by a reduction of any share capital ranking as regards participation in the profits and assets of the Company *pari passu* with or after that preference share.

39 PURCHASE OF OWN SHARES

Subject to the Act and to the rights attaching to existing shares, the Company may purchase, or agree to purchase in the future, any shares of any class (including redeemable shares) in its own capital in any way. Unless otherwise provided by its terms of issue, the rights attached to any preference share shall not be deemed to be varied or

abrogated by the purchase or redemption by the Company of any of its shares ranking as regards participation in the profits and assets of the Company pari passu with or after that preference share.

GENERAL MEETINGS

40 ANNUAL GENERAL MEETINGS

The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year in accordance with the requirements of section 336 of the Act. The annual general meeting shall be held at such time and in such place as the Board may determine.

41 CONVENING OF GENERAL MEETINGS BY THE BOARD

The Board may convene a general meeting whenever it thinks fit.

42 CONVENING OF GENERAL MEETINGS BY REQUIREMENT OF THE MEMBERS

A general meeting shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by sections 303 to 305 of the Act. At any meeting convened on such requisition or by such requisitionists no business shall be transacted except that stated by the requisition or proposed by the Board. A general meeting may also be convened in accordance with Article 86.

43 LENGTH AND FORM OF NOTICE

- (A) 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 or such longer period as may be required by law from time to time.
- (B) Subject to the provisions of the Act, and notwithstanding that it is convened by shorter notice than that specified in paragraph (A) of this Article 43, a general meeting shall be deemed to have been duly convened if it is so agreed:
 - (i) in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and
 - (ii) 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.
- (C) The notice of meeting shall specify:
 - (i) whether the meeting is an annual general meeting or a general meeting;
 - (ii) the place, the date and the time of the meeting;
 - (iii) the general nature of the business to be dealt with at the meeting;
 - (iv) if the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as a special resolution; and
 - (v) with reasonable prominence, the member's right to appoint one or more proxies under section 324 of the Act and that a proxy need not also be a member.
- (D) 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), to the Directors and to the Auditors and to any other person who may be entitled to receive it.

- (E) The Board may determine that persons entitled to receive notices of meeting are those persons entered on the Register at the close of business on a day determined by the Board.
- (F) The notice of meeting may also specify a time by which a person must be entered on the Register in order to have the right to attend or vote at the meeting. Changes to entries on the Register after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

44 POSTPONEMENT OF GENERAL MEETINGS

Subject to the Act, 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. Subject to the Act, when a meeting is so postponed, notice of the date, time and place of the postponed meeting shall be given in such manner as the Board may in its absolute discretion determine. 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 44, 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 44.

45 SPECIAL BUSINESS

All business transacted at a general meeting is deemed special except the following business transacted at an annual general meeting:

- (i) the receipt and consideration of the annual accounts, the Directors' report and Auditors' report on those accounts;
- (ii) the appointment or re-appointment of Directors and other officers in place of those retiring by rotation or otherwise ceasing to hold office;
- (iii) the declaration of dividends; and
- (iv) the re-appointment of the Auditors retiring (unless they were last appointed otherwise than by the Company in general meeting) and the determination of the remuneration of the Auditors or of the manner in which such remuneration is to be determined.

PROCEEDINGS AT GENERAL MEETINGS

46 QUORUM

- (A) No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The absence of a quorum does not prevent the appointment of a Chairman in accordance with the Articles, which shall not be treated as part of the business of the meeting.
- (B) If the Company has only one member entitled to attend and vote at the meeting, one qualifying person present at the meeting and entitled to vote is a quorum. Subject to the Act and paragraph (C) of this Article 46, in all other cases two qualifying persons present at the meeting and entitled to vote are a quorum.
- (C) Where the Company has more than one member entitled to attend and vote at a meeting, one qualifying person present at the meeting and entitled to vote as:
 - (i) the duly authorised representative of two or more corporations, each of which is a member entitled to attend and vote upon the business to be transacted at the meeting; or
 - (ii) a proxy duly appointed by two or more members entitled to attend and vote upon the business to be transacted at the meeting, is a quorum.

47 PROCEDURE IF QUORUM NOT PRESENT

- (A) If a quorum is not present within thirty minutes (or such longer time as the Chairman decides to wait) after the time fixed for the start of the meeting or if there is no longer a quorum present at any time during the meeting, the meeting, if convened by or on the requisition of members, is dissolved. In any other case it stands adjourned to the same day in the next week, at the same time and place as the Chairman of the meeting may determine.
- (B) At an adjourned meeting the quorum is one qualifying person present and entitled to vote. If a quorum is not present within five minutes from the time fixed for the start of the meeting, the adjourned meeting shall be dissolved.

48 CHAIRMAN

- (A) The Chairman (if any) of the Board or, in his absence, the deputy chairman (if any) shall preside as Chairman at a general meeting. If there is no Chairman or deputy chairman, or if at a meeting neither is present and willing and able to act within 15 (fifteen) minutes after the time fixed for the start of the meeting or neither is willing and able to act, the Directors present shall select one of their number to be Chairman. If only one Director is present and willing and able to act, he shall be Chairman. In default, the members present and entitled to vote shall choose one of their number to be Chairman.
- (B) Without prejudice to any other power which he may have under the provisions of the Articles or at common law the Chairman may take such action as he thinks fit to promote the orderly conduct of the business of the meeting as specified in the notice of meeting and the Chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final, as shall be his determination as to whether any matter is of such a nature.

49 RIGHT TO ATTEND AND SPEAK

- (A) A 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. Any proxy appointed by a member shall also be entitled to speak at any general meeting of the Company.

- (B) The Chairman may invite any person to attend and speak at any general meeting of the Company where he considers that this will assist in the deliberations of the meeting.

50 **POWER TO ADJOURN**

- (A) The Chairman may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn a meeting from time to time and from place to place or for an indefinite period.
- (B) Without prejudice to any other power which he may have under the provisions of the Articles or at common law, the Chairman may, without the consent of the meeting, interrupt or adjourn a meeting from time to time and from place to place or for an indefinite period if he decides that it has become necessary to do so in order to:
 - (i) secure the proper and orderly conduct of the meeting;
 - (ii) give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or
 - (iii) ensure that the business of the meeting is properly disposed of.

51 **NOTICE OF ADJOURNED MEETING**

- (A) Whenever a meeting is adjourned for 28 days or more or for an indefinite period pursuant to Article 50, at least seven clear days' notice specifying the place, date and time of the adjourned meeting and the general nature of the business to be transacted shall be given to the members (other than any who, under the provisions of the Articles or the terms of allotment or issue of the shares, are not entitled to receive notice), the Directors and the Auditors. Except in these circumstances it is not necessary to give notice of a meeting adjourned pursuant to Article 50 or of the business to be transacted at the adjourned meeting.
- (B) The Board may determine that persons entitled to receive notice of an adjourned meeting in accordance with this Article 51 are those persons entered on the Register at the close of business on a day determined by the Board.
- (C) The notice of an adjourned meeting given in accordance with this Article 51 may also specify a time by which a person must be entered on the Register in order to have the right to attend or vote at the meeting. Changes to entries on the Register after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

52 **BUSINESS AT ADJOURNED MEETING**

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

53 **ACCOMMODATION OF MEMBERS AT MEETING**

If it appears to the Chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall be duly constituted and its proceedings valid if the Chairman is satisfied that adequate facilities are available to ensure that a member who is unable to be accommodated is able to:

- (i) participate in the business for which the meeting has been convened;

- (ii) hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere; and
- (iii) be heard and seen by all other persons present in the same way.

54 **SECURITY**

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

VOTING

55 METHOD OF VOTING

- (A) 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 Act, a poll may be demanded by:
- (i) the Chairman of the meeting;
 - (ii) by at least two members present in person or by proxy and entitled to vote on the resolution;
 - (iii) 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 on the resolution; or
 - (iv) a member or members present in person or by proxy holding shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

For the purposes of (ii) above, a demand by a proxy counts as a demand by the member. For the purpose of (iii) above a demand by a proxy counts as a demand by a member representing the voting rights that the proxy is authorised to exercise. For the purpose of (iv) above a demand by a proxy counts as a demand by a member holding the shares to which those rights are attached.

- (B) Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution has on a show of hands 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 thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

56 PROCEDURE ON A POLL

- (A) If a poll is properly demanded, it shall be taken in such manner as the Chairman directs. He may appoint scrutineers, who need not be members, and may fix a time, date and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (B) 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 tickets) 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.
- (C) No notice need be given of a poll not taken immediately if the time, date 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, date and place at which the poll shall be taken.
- (D) The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- (E) The demand for a poll (other than on the election of a Chairman or a resolution for adjourning the meeting) 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.
- (F) 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.
- (G) On a poll, votes may be given either personally or by proxy.

57 **VOTES OF MEMBERS**

(A) Subject to the provisions of the Act and 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, on a vote on a resolution:

(i) on a show of hands at a meeting:

(a) every member present (not being present by proxy) and entitled to vote on the resolution has one vote; and

(b) every proxy present who has been duly appointed by a member entitled to vote on the resolution has one vote, except where:

(A) that proxy has been duly appointed by more than one member entitled to vote on the resolution; and

(B) the proxy has been instructed:

(i) by one or more of those members to vote for the resolution and by one or more of those members to vote against the resolution; or

(ii) by one or more of those members to vote in the same way on the resolution (whether for or against) and one or more of those members has permitted the proxy discretion as to how to vote,

in which case, the proxy has one vote for and one vote against the resolution; and

(ii) on a poll taken at a meeting, every member present and entitled to vote on the resolution has one vote in respect of each share held by the relevant member,

provided always that no member shall be entitled to vote at any general meeting or adjournment thereof in respect of any share that he has acquired by transfer unless he shall be registered as the holder thereof on the date of the notice of meeting.

(B) 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.

(C) Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion, on or subject to production of such evidence of the appointment as the Board may require, permit such 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.

58 **CASTING VOTE**

In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to the vote or votes to which he may be entitled as a member.

59 **RESTRICTION ON VOTING RIGHTS FOR UNPAID CALLS ETC.**

No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by him or to exercise any right as a member unless all calls or other sums presently payable by him in respect of that share in the Company have been paid.

60 **VOTING BY PROXY**

- (A) Subject to paragraph (B) of this Article 60, an instrument appointing a proxy shall be in writing in any usual form (or in another form approved by the Board) executed under the hand of the appointor or his duly constituted attorney or, if the appointor is a company, under its seal or under the hand of its duly authorised officer or attorney or other person authorised to sign.
- (B) Subject to the Act, the Board may accept the appointment of a proxy received by electronic means on such terms and subject to such conditions as it considers fit. The appointment of a proxy received by electronic means shall not be subject to the requirements of paragraph (A) of this Article 60. The Board may require the production of any evidence it considers necessary to determine the validity of such an appointment.
- (C) A member may appoint another person as his proxy to exercise all or any of his rights to attend and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a meeting or meetings of the Company. The appointment of the proxy shall be deemed to confer authority to demand or join in demanding a poll and generally to act at the meeting for the member giving the proxy.
- (D) A proxy need not be a member.
- (E) A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to different shares held by the member. When two or more valid but differing appointments of proxy are delivered or 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 delivered or 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 delivered or received, none of them shall be treated as valid in respect of that share.
- (F) The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment thereof.
- (G) The appointment of a proxy shall (unless the contrary is stated in it) be valid for an adjournment of the meeting as well as for the meeting or meetings to which it relates.

The appointment of a proxy shall be valid for 12 months from the date of execution or, in the case of an appointment of proxy delivered by electronic means, for the duration specified by the Board.

- (H) Subject to the Act, the Company may send a form of appointment of proxy to all or none of the persons entitled to receive notice of and to vote at a meeting. If sent, the form shall provide for three-way voting on all resolutions (other than procedural resolution) set out in the notice of meeting.

61 **APPOINTMENT OF PROXY**

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

- (i) subject to sub-paragraphs (iii) and (iv) below, in the case of an instrument in writing (including, whether or not the appointment of proxy is contained in an electronic communication, any such power of attorney or other authority), be deposited at the Office or at such other place or places and in such location or locations as is or are specified in the notice convening the 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 instrument proposes to vote;

- (ii) subject to sub-paragraphs (iii) and (iv) below, in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving communications:

- (a) in the notice convening the meeting; or
(b) in any instrument of proxy sent out by the Company in relation to the meeting; or
(c) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

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

- (iii) 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
(iv) 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, the Secretary or some person authorised for the purpose by the Secretary.

An appointment of proxy not deposited, delivered or received in accordance with this Article 61 shall be invalid.

62 **VALIDITY OF ACTIONS BY PROXY**

- (A) The Company is not obliged to verify that a proxy has acted in accordance with the terms of his appointment and any failure to so act in accordance with the terms of his appointment shall not affect the validity of any proceedings at a meeting of the Company.

- (B) A vote given or poll demanded in accordance with the terms of an appointment of 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 submitted, 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, in the case of a meeting or adjourned meeting at which the appointment of proxy is used, at least 48 hours before the time for holding the meeting or adjourned meeting and, in the case of a poll taken more than 48 hours after it was demanded at which the appointment of proxy is used, at least 24 hours before the time appointed for the taking of the poll and, in the case of a poll taken not more than 48 hours after it was demanded at which the appointment of proxy is used, at the meeting at which the poll was demanded.

63 **CORPORATE REPRESENTATIVES**

A corporation (whether or not a company within the meaning of the Act) which is a member may, by resolution of its directors or other governing body, authorise such person or persons as it thinks fit to act as its representative (or, 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. 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) as 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 before permitting him to exercise his powers.

64 **OBJECTIONS TO AND ERROR IN VOTING**

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

65 **AMENDMENTS TO SPECIAL RESOLUTIONS**

No amendment to a resolution duly proposed as a special resolution (other than an amendment to correct a patent error) may be considered or voted on.

66 **AMENDMENTS TO ORDINARY RESOLUTIONS**

No amendment to a resolution duly proposed as an ordinary resolution (other than an amendment to correct a patent error) may be considered or voted on unless either:

- (i) at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the ordinary resolution is to be considered, notice of the terms of the amendment and intention to move it has been lodged at the Office; or
- (ii) the Chairman in his absolute discretion decides that the amendment may be considered or voted on.

If an amendment proposed to a resolution under consideration is ruled out of order by the Chairman the proceedings on the substantive resolution are not invalidated by an error in his ruling.

67 FAILURE TO DISCLOSE INTERESTS IN SHARES

- (A) If 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 of the Act and has failed in relation to any shares ("the default shares", which expression includes shares issued after the date of such notice in right of those shares) to give the Company the information thereby required within the prescribed period from the date of the notice, the following sanctions shall apply unless the Board otherwise determines:
- (i) 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 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
 - (ii) where the default shares represent at least 0.25 per cent. in nominal value of the issued shares of their class:
 - (a) 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
 - (b) no transfer, other than an excepted transfer, of any shares held by the member shall be registered unless:
 - (1) the member is not himself in default as regards supplying the information required; and
 - (2) 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.
- (B) The sanctions under paragraph (A) of this Article 67 cease to apply seven days after the earlier of:
- (i) receipt by the Company of notice of an excepted transfer, but only in relation to the shares thereby transferred; and
 - (ii) receipt by the Company, in a form satisfactory to the Board, of all the information required by the section 793 notice.
- (C) Where, on the basis of information obtained from a member in respect of any share held by him, the Company issues a notice pursuant to section 793 of the Act to any other person, it shall at the same time send a copy of the notice to the member, but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of paragraph (A) of this Article 67.
- (D) For the purposes of this Article 67:
- (i) 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 interested, or if the Company (after taking account of 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;

- (ii) "interested" shall be construed in accordance with sections 820 to 825 of the Act;
 - (iii) reference to a person having failed to give the Company the information required by a section 793 notice, or being in default in supplying such information, includes (a) reference to his having failed or refused to give all or any part of it, and (b) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;
 - (iv) the "prescribed period" means 14 days;
 - (v) an "excepted transfer" means, in relation to shares held by a member:
 - (a) a transfer pursuant to acceptance of a takeover offer for the Company (within the meaning of section 974 of the Act); or
 - (b) a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.
- (E) The provisions of this Article 67 are in addition and without prejudice to the provisions of the Act.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

68 NUMBER OF DIRECTORS

Unless and until otherwise decided by the Company by ordinary resolution the number of Directors must not be less than two and is not subject to a maximum number.

69 POWER OF THE COMPANY TO APPOINT DIRECTORS

Subject to the 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 may not exceed any maximum number fixed in accordance with the Articles.

70 POWER OF THE BOARD TO APPOINT DIRECTORS

Without prejudice to the power of the Company to appoint any person to be a Director pursuant to these Articles, 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 the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall retire at the annual general meeting of the Company next following such appointment and shall then be eligible for re-election.

71 ELIGIBILITY OF NEW DIRECTORS

- (A) No person other than a Director retiring shall be appointed or reappointed a Director at any general meeting unless he is recommended by the Board.
- (B) A Director shall not be required to hold any shares of the Company.

72 VOTING ON RESOLUTION FOR APPOINTMENT

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

73 RETIREMENT BY ROTATION

- (A) At each annual general meeting of the Company the Directors who have not otherwise ceased to be a Director (either by resignation, retirement, removal or otherwise) shall retire from office.
- (B) A Director who retires at an annual general meeting may, if willing to act, be re-elected. If he is not re-elected or deemed to have been re-appointed or if the meeting is adjourned, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

74 REMOVAL BY ORDINARY RESOLUTION

The Company may by ordinary resolution remove any Director before the expiration of his period of office in accordance with the Act, 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.

75 **VACATION OF OFFICE BY DIRECTOR**

- (A) Without prejudice to the provisions for retirement (by rotation or otherwise) contained in these Articles, the office of a Director shall be vacated if:
- (i) he resigns by notice delivered to the Secretary at the Office or tendered at a Board meeting;
 - (ii) where he has been appointed for a fixed term, the term expires;
 - (iii) he ceases to be a Director by virtue of any provision of the Act, is removed from office pursuant to these Articles or becomes prohibited by law from being a Director;
 - (iv) 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;
 - (v) 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 is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or equivalent legislation in any jurisdiction and the Board resolves that his office be vacated;
 - (vi) both he and his alternate Director appointed pursuant to the provisions of these Articles (if any) are absent, without the permission of the Board, from Board meetings for three consecutive calendar months and the Board resolves that his office be vacated;
 - (vii) he is requested to resign by notice in writing addressed to him at his last known address and signed by all his co-Directors (without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company);
 - (viii) if he violates the obligation of confidentiality required of him under these Articles; or
 - (ix) if he is required by resolution passed or concurred in writing by not less than three-fourths of the Directors for the time being to resign and fails to do so within fourteen days after the receipt of notice of the passing of such resolution, provided always that not less than seven clear days' prior notice shall be given to the Director concerned of the intention to move such resolution and of the date and time of the meeting of the Directors at which the same will be moved. Such notice shall either be served on him personally or be sent to him through the post addressed to him at the residential address for the time being recorded for him in the register of Directors and secretaries kept by the Company.
- (B) A resolution of the Board declaring a Director to have vacated office under the terms of this Article 75 shall be conclusive as to the fact and grounds of vacation stated in the resolution.
- (C) If the office of a Director is vacated for any reason, he shall cease to be a member of any committee of the Board.

ALTERNATE DIRECTORS

76 APPOINTMENT

- (A) A Director (other than an alternate director) may by notice in writing delivered to the Secretary at the Office or in any other manner approved by the Board, appoint as his alternate:
- (i) another Director, or
 - (ii) another person approved for that purpose by the Board and willing to act.

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 the Act has been received at the Office.

- (B) An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum number of Directors allowed by these Articles.

77 REVOCATION OF APPOINTMENT

An alternate Director shall cease to be an alternate Director:

- (i) 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
- (ii) if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office; or
- (iii) if his appointor revokes the appointment by notice in writing delivered to the Secretary at the Office.

78 PARTICIPATION IN BOARD MEETINGS

An alternate director shall be, if he gives the Company an address in the United Kingdom at which notices may be served on him or an address at which notices may be served on him by electronic means, 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 those meetings of his appointor, to attend and vote at the meetings and to exercise all the powers, rights, duties and authorities of his appointor. A Director acting as alternate director has a separate vote at meetings of the Board and committees of the Board for each Director for whom he acts as alternate director but he counts as only one for the purpose of determining whether a quorum is present.

79 RESPONSIBILITY

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.

REMUNERATION, EXPENSES AND PENSIONS

80 DIRECTORS' FEES

The Directors (but not any alternate director) shall be entitled to such remuneration as shall from time to time be determined by the Company in general meeting and such remuneration shall, subject to any special directions of the Company in general meeting, be divided among the Directors as they may by resolution determine or, failing such determination, equally except that, in such latter event, any Director holding office for less than a year shall only rank in such division in proportion to the period during which he has held office during such year.

81 ADDITIONAL REMUNERATION

If by arrangement with the Board any Director shall perform or render any special duties or services outside his ordinary duties as a Director, he may be paid such reasonable additional remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may from time to time determine.

82 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. Subject to the Act, the Directors shall have the power to make arrangements to provide a Director with funds to meet expenditure incurred or to be incurred by him for the purposes of the Company or for the purpose of enabling him properly to perform his duties as an officer of the Company or to enable him to avoid incurring any such expenditure.

83 REMUNERATION AND EXPENSES OF ALTERNATE DIRECTORS

An alternate director is not entitled to a fee from the Company for his services as an alternate director. The fee payable to an alternate director is payable out of the fee payable to his appointor and consists of such portion (if any) of the fee as he agrees with his appointor. The Company shall, however, repay to an alternate director expenses incurred by him in the performance of his duties if the Company would have been required to repay the expenses to him under Article 82 had he been a Director.

84 DIRECTORS' PENSIONS AND OTHER BENEFITS

- (A) 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 any person who is or has at any time been a Director of the Company or any company which is a subsidiary company of or allied to or associated with the Company or any such subsidiary or any predecessor in business of the Company or of any such subsidiary, 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, trust or fund and pay premiums. The Board may procure any of such matters to be done by the Company either alone or in conjunction with any other person.
- (B) 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 84 and shall not be obliged to account for it to the Company.

POWERS AND DUTIES OF THE BOARD

85 POWERS OF THE BOARD

- (A) Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company, whether relating to the management of the business or not. 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 85.
- (B) The Directors may from time to time appoint one or more of their body to any office or place of profit under the Company (except that of Auditor) for such period and on such terms as they think fit and, without prejudice to the terms of any agreement entered into in any particular case, may revoke such appointment.
- (C) A Director appointed to an office or place of profit under the Company, shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and his appointment shall be automatically determined if he ceases from any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.
- (D) A Director holding any such office or place of profit shall receive such remuneration or emoluments as the Board may determine.
- (E) The Directors may entrust to, and confer upon, a Director holding any such office or place of profit any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

86 POWERS OF DIRECTORS BEING LESS THAN MINIMUM REQUIRED 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 annual general meeting of the Company next following such appointment unless he is re-elected during such meeting.

87 DELEGATION TO COMMITTEES

The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to a committee consisting of one or more persons (whether a member or members of the Board or not) as it thinks fit. A committee may exercise its power to sub-delegate by sub-delegating to any person or persons (whether or not a member or members of the Board or of the committee). The Board may retain or exclude its right to exercise the delegated powers, authorities or discretions collaterally with the committee. The Board may at any time revoke the delegation or alter any terms and conditions or discharge the committee in whole or in part. Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Board (including, without limitation, the power to pay fees, remuneration, additional remuneration, expenses and pensions and other benefits pursuant to Articles 80 to 84 and that power, authority or

discretion has been delegated by the Board to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

88 **AGENTS**

The Board may by power of attorney or otherwise appoint any person or persons to be the agent of the Company and may delegate to any such person or persons any of its powers, authorities and discretions (with power to sub-delegate), in each case for such purposes and for such time, on such terms (including 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.

89 **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 Act or these Articles.

90 **EXERCISE OF VOTING POWERS**

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).

91 **PROVISION FOR EMPLOYEES**

The Board may exercise any power conferred on the Company by the Act to make provision for the benefit of persons (other than directors, former directors or shadow directors) employed or formerly employed by the Company or any of its subsidiaries 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.

92 **REGISTERS**

Subject to the Act, the Board may exercise the powers conferred on the Company with regard to the keeping of an overseas, local or other register and may make and vary regulations as it thinks fit concerning the keeping of such a register.

93 **BORROWING POWERS**

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present or future) and uncalled capital of the Company and, subject to the provisions of the Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

94 **REGISTER OF CHARGES**

The Company shall keep a register of charges in accordance with the Act and the fee to be paid by a person other than a creditor or member for each inspection of the register of charges is the maximum sum prescribed by or under the Act or, failing which, decided by the Board.

95 **DIRECTORS' INTERESTS**

Directors' interests other than in relation to transactions or arrangements with the Company - authorisation under section 175 of the Act

- (A) The Board may authorise any matter proposed to it in accordance with these Articles which would, if not so authorised, involve a breach by a Director of his duty to avoid conflicts of interest under section 175 of the Act, including, without limitation, any matter which relates to a situation in which a Director has, or can have, an interest which conflicts, or possibly may conflict, with the interest of the Company (including the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it, but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest). The provisions of this Article do not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company.
- (B) Any authorisation under paragraph (A) of this Article 95 will be effective only if:
- (i) any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and
 - (ii) the matter was agreed to without such Directors voting or would have been agreed to if such Directors' votes had not been counted.
- (C) The Board may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions it expressly imposes but such authorisation is otherwise given to the fullest extent permitted. The Board may vary or terminate any such authorisation at any time.
- (D) For the purposes of this Article 95, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

Confidential information and attendance at Board meetings

- (E) A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a Director of the Company and in respect of which he has a duty of confidentiality to another person. In particular, the Director shall not be in breach of the general duties he owes to the Company under sections 171 to 177 of the Act because he fails:
- (i) to disclose any such information to the Board or to any Director or other officer or employee of the Company; and/or
 - (ii) to use or apply any such information in performing his duties as a Director of the Company.

To the extent that the relationship between a Director and a person to whom he owes a duty of confidentiality gives rise to a conflict of interest or possible conflict of interest, this paragraph (E) applies only if the existence of that relationship has been authorised by the Board pursuant to paragraph (A) of this Article 95.

- (F) Where the existence of a Director's relationship with another person has been authorised by the Board pursuant to paragraph (A) of this Article 95 (and subject to any limits or conditions imposed pursuant to paragraph (C) of this Article 95) and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the Director shall not be in breach of the general duties he owes to the Company under sections 171 to 177 of the Act because he:
- (i) absents himself from meetings of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
 - (ii) 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 on his behalf,
- for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.
- (G) The provisions of paragraphs (E) and (F) of this Article 95 are without prejudice to any equitable principle or rule of law which may excuse the Director from:
- (i) disclosing information, in circumstances where disclosure would otherwise be required under these Articles; and/or
 - (ii) attending meetings or discussions or receiving documents and information as referred to in paragraph (F) of this Article 95, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles.

Declaration of interests in proposed or existing transactions or arrangements with the Company

- (H) A Director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement.
- (I) A Director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable, unless the interest has already been declared under paragraph (H) of this Article 95.
- (J) Any declaration required by paragraph (H) of this Article 95 may (but need not) be made at a meeting of the Directors or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act. Any declaration required by paragraph (I) of this Article 95 must be made at a meeting of the Directors or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act.
- (K) If a declaration of interest, or deemed declaration of interest, made under paragraph (H) or (I) of this Article 95 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under paragraph (H) or (I) of this Article 95, as appropriate.
- (L) A Director need not declare an interest under this Article 95:
- (i) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

- (ii) if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware);
- (iii) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the Directors or by a committee of the Directors appointed for the purpose under these Articles; or
- (iv) if the Director is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware).

Ability to enter into transactions and arrangements with the Company notwithstanding interest

- (M) Subject to the provisions of the Act and provided that this Article 95 is complied with, a Director, notwithstanding his office:
 - (i) may enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise;
 - (ii) may hold any other office or place of profit under the Company (except that of Auditor or 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; or
 - (iii) 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 body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment.

Remuneration and benefits

- (N) A Director shall not, by reason of his office, be accountable to the Company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:
 - (i) the acceptance, entry into or existence of which has been authorised by the Board pursuant to paragraph (A) of this Article 95 (subject, in any such case, to any terms upon which such authorisation was given); or
 - (ii) which he is permitted to hold or enter into pursuant to paragraph (M) of this Article 95 or otherwise pursuant to these Articles,

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act. No transaction or arrangement authorised or permitted pursuant to paragraphs (A) or (M) of this Article 95 or otherwise pursuant to these Articles shall be liable to be avoided on the ground of any such interest or benefit.

General voting and quorum requirements

- (O) Save as provided in this Article 95, 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 proposal whatsoever to which the Company is or is to be a party and in which he or any of his associates has a material

interest otherwise than by virtue of his interest or the interests of his associate(s) in shares or debentures or other securities of or otherwise in or through the Company unless the resolution concerns any of the following matters:

- (i) the giving to him or his associate(s) of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or any of them at the request of or for the benefit of the Company or any of its subsidiary undertakings;
 - (ii) the giving to a third party 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 or his associate(s) has himself/themselves assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;
 - (iii) 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 or his associate(s) is/are or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
 - (iv) a transaction or arrangement to which the Company is or is to be a party concerning another company (including a subsidiary undertaking of the Company) in which he or any person connected with him is interested (directly or indirectly) whether as an officer, shareholder, creditor or otherwise (a "relevant company"), if he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in sections 820 to 825 of the Act) representing one per cent. or more of either any class of the equity share capital (excluding any shares of that class held as treasury shares) in the relevant company or of the voting rights available to members of the relevant company;
 - (v) 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;
 - (vi) any proposal concerning insurance which the Company proposes to maintain or purchase for the benefit of the Directors or for the benefit of persons who include Directors; or
 - (vii) the giving of any other indemnity or 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, where all other Directors are also being offered indemnities or funding on substantially the same terms.
- (P) 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 body corporate 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 body corporate 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.

- (Q) If any question arises at any meeting as to the materiality of a Director's interest or the interests of his associate(s) (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.
- (R) If any question arises at any meeting as to the materiality of the Chairman's interest or the interests of his associate(s) 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.
- (S) For the purposes of this Article 95 in relation to an alternate director, the interest of his appointor is treated as the interest of the alternate director in addition to any interest which the alternate director otherwise has. This Article 95 applies to an alternate director as if he were a Director otherwise appointed.

Miscellaneous

- (T) The Company may by ordinary resolution suspend or relax the provisions of this Article 95 to any extent. Subject to the Act, the Company may by ordinary resolution ratify any transaction or arrangement not properly authorised by reason of a contravention of this Article 95.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

96 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.

97 NOTICE OF BOARD MEETINGS

A Director may, and the Secretary at the request of a Director shall, summon a Board meeting at any time. Notice of a Board meeting is deemed to be duly given to a Director if it is given to him personally or by word of mouth or by electronic means to an address given by him to the Company for that purpose or sent in writing to him at his last-known address or another address given by him to the Company for that purpose. A Director may waive the requirement that notice be given to him of a Board meeting, either prospectively or retrospectively. Every Director shall receive notice of a Board meeting whether or not he is absent from the United Kingdom.

98 QUORUM

The quorum necessary for the transaction of business may be determined by the Board and until otherwise so 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.

99 CHAIRMAN OF BOARD

The Board may appoint one of its body as Chairman to preside at every Board meeting at which he is present and one or more deputy chairman or chairmen and decide 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 Chairman or deputy chairman is elected, or if at a meeting neither the Chairman nor a deputy chairman is present within five minutes of the time fixed for the start of the meeting, the Directors and alternate directors (in the absence of their appointors) present shall choose one of their number to be Chairman. If two or more deputy chairmen are present, the senior of them shall act as Chairman, seniority being determined by length of office since their last appointment or reappointment or deemed reappointment. As between two or more who have held office for an equal length of time, the deputy chairman to act as Chairman shall be decided by those Directors and alternate directors (in the absence of their appointors) present. A Chairman or deputy chairman may hold executive office or employment with the Company.

100 VOTING

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

101 PARTICIPATION BY TELEPHONE

Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or similar form of communication equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting then is.

102 **RESOLUTION IN WRITING**

A resolution in writing executed by all the Directors for the time being entitled to receive notice of a Board meeting, who would have been entitled to vote on the resolution at the meeting, and not being less than a quorum, or by all the members of a committee of the Board for the time being entitled to receive notice of a committee meeting, who would have been entitled to vote on the resolution at the meeting, and not being less than a quorum, shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee, as the case may be). The resolution in writing may consist of several documents in the same form each executed by one or more of the Directors or members of the relevant committee, including by means of facsimile transmission. The resolution in writing need not be signed by an alternate Director if it is signed by the Director who appointed him and if signed by an alternate Director need not also be signed by his appointor.

103 **PROCEEDINGS OF COMMITTEES**

- (A) Proceedings of any committee of the Board consisting of two or more members shall be conducted in accordance with terms prescribed by the Board (if any). Subject to those terms and paragraph (B) of this Article 103, proceedings shall be conducted in accordance with applicable provisions of these Articles regulating the proceedings of the Board.
- (B) Where the Board resolves to delegate any of its powers, authorities and discretions to a committee and that resolution states that the committee shall consist of any one or more unnamed Directors, it is not necessary to give notice of a meeting of that committee to Directors other than the Director or Directors who form the committee.

104 **MINUTES OF PROCEEDINGS**

- (A) The Board shall cause minutes to be made in books kept for the purpose:
 - (i) of all appointments of officers and committees made by the Board and of any remuneration fixed by the Board; and
 - (ii) of all orders, resolutions and proceedings at every meeting of the Company, of the Board and of any committee of the Board.
- (B) Any such minutes, if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting or the Secretary, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.
- (C) All such minutes must be kept for at least ten years from the date of the meeting.

105 **VALIDITY OF PROCEEDINGS OF BOARD OR COMMITTEE**

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, 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.

SECRETARY AND AUTHENTICATION OF DOCUMENTS

106 SECRETARY

- (A) Subject to the Act, the Board shall appoint a secretary or joint secretaries and may appoint one or more persons to be an assistant or deputy secretary on such terms and conditions (including, without limitation, remuneration) as it thinks fit. The Board may remove a person appointed pursuant to this Article 106 from office and appoint another or others in his place.
- (B) Any provision of the Act or of the Articles requiring or authorising a thing to be done by or to a Director and the Secretary is not satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

107 AUTHENTICATION OF DOCUMENTS

A Director or the Secretary or another person appointed by the Board for the purpose may authenticate documents affecting the constitution of the Company (including, without limitation, the Articles) and resolutions passed by the Company or holders of a class of shares or the Board or a committee of the Board and books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts.

SEALS

108 SAFE CUSTODY

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

109 APPLICATION OF SEALS

(A) A seal may be used only by the authority of a resolution of the Board or of a committee of the Board. The Board may decide who will sign an instrument to which a seal is affixed (or, in the case of a share certificate, on which the seal may be printed) either generally or in relation to a particular instrument or type of instrument. The Board may also decide, either generally or in a particular case, that a signature may be dispensed with or affixed by mechanical means. Unless otherwise decided by the Board:

- (i) share certificates and certificates issued in respect of debentures or other securities (subject to the provisions of the relevant instrument) need not be signed or, if signed, a signature may be applied by mechanical or other means or may be printed; and
- (ii) every other instrument to which a seal is affixed shall be signed by one Director and by the Secretary or a second Director, or by one Director in the presence of a witness who attests his signature.

(B) A document signed by a Director and by the Secretary or by two Directors or by a Director in the presence of a witness who attests the signature and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if it were executed under the seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of it having been executed by the Company.

110 OFFICIAL SEAL FOR USE ABROAD

Subject to the provisions of the Act, the Company may have an official seal for use in any place outside the United Kingdom.

DIVIDENDS AND OTHER PAYMENTS

111 DECLARATION OF DIVIDENDS

Subject to sections 829 to 853 of the Act and 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.

112 INTERIM DIVIDENDS

Subject to the provisions of the Act, the Board may declare and pay such interim dividends (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.

113 COMPLIANCE WITH LAW

No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the laws which apply to the Company and the declarations of the Board in respect thereof shall be conclusive.

114 ENTITLEMENT TO DIVIDENDS

- (A) Except as otherwise provided by the terms of issue of or rights attached to any shares, all dividends shall be declared and paid according to the amounts paid up (otherwise than in advance of calls) on the shares on which the dividend is paid. Subject as aforesaid, all dividends shall be apportioned and paid proportionately to the percentage of the nominal amount (which shall in the case of ordinary shares be treated as the same amount as is treated as paid up on all fully paid ordinary shares) 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.
- (B) Except as otherwise provided by the rights attached to shares, dividends may be declared or paid in any currency. The Board may agree with any member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

115 METHOD OF PAYMENT

- (A) The Company may pay any dividend, interest or other amount payable in respect of a share:
 - (i) in cash;
 - (ii) by cheque, warrant or money order made payable to or to the order of the person entitled to the payment (and may, at the Company's option, be crossed "account payee" where appropriate);

- (iii) by a bank or other funds transfer system to an account designated in writing by the person entitled to the payment; or
 - (iv) by such other method as the person entitled to the payment may in writing direct and the Board may agree.
- (B) The Company may send a cheque, warrant or money order by post:
- (i) in the case of a sole holder, to his registered address;
 - (ii) in the case of joint holders, to the registered address of the person whose name appears first in the Register;
 - (iii) in the case of a person or persons entitled by transmission to a share, as if it were a notice given in accordance with paragraph (B) of Article 129; or
 - (iv) in any case, to a person and address that the person or persons entitled to the payment may in writing direct.
- (C) Where a share is held jointly or two or more persons are jointly entitled by transmission to a share:
- (i) the Company may pay any dividend, interest or other amount payable in respect of that share to any one joint holder, or any one person entitled by transmission to the share and in either case that holder or person may give an effective receipt for the payment; and
 - (ii) for any of the purposes of this Article 115, the Company may rely in relation to a share on the written direction or designation of any one joint holder of the share, or any one person entitled by transmission to the share.
- (D) Every cheque, warrant or money order sent by post is sent at the risk of the person entitled to the payment. If payment is made by bank or other funds transfer, by means of a relevant system or by another method at the direction of the person entitled to payment, the Company is not responsible for amounts lost or delayed in the course of making that payment.
- (E) Without prejudice to Article 67, the Board may withhold payment of a dividend (or part of a dividend) payable to a person entitled by transmission to a share until he has provided such evidence of his right as the Board may reasonably require.

116 DIVIDENDS NOT TO BEAR INTEREST

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

117 CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS ETC.

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.

118 UNCLAIMED DIVIDENDS ETC.

All dividends 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 become due for payment shall (if the Board so resolves) be forfeited and shall cease to remain owing by the Company.

119 **UNCASHED DIVIDENDS**

If cheques, warrants or orders for dividends or other moneys 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, 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.

120 **PAYMENT OF DIVIDENDS IN SPECIE**

The Board may, with the prior authority of an ordinary resolution of the Company, direct that payment of a dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid-up shares or debentures of another company. Where a difficulty arises in connection with the distribution, the Board may settle it as it thinks fit and in particular, without limitation, may:

- (i) issue fractional certificates (or ignore fractions);
- (ii) fix the value for distribution of the specific assets (or any part of them);
- (iii) decide that a cash payment be made to a member on the basis of the value so fixed, in order to secure equality of distribution; and
- (iv) vest assets in trustees on trust for the persons entitled to the dividend as seems expedient to the Board.

121 **CAPITALISATION OF PROFITS**

Subject to the Articles and the Act, the Board may, with the authority of an ordinary resolution of the Company:

- (i) 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;
- (ii) appropriate the sum resolved to be capitalised to the holders of ordinary shares (whether or not fully paid) in proportion to the number of such shares held by them respectively 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 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 121, only be applied in paying up unissued shares to be allotted to holders of ordinary shares credited as fully paid and provided further that the sum appropriated as hereinbefore mentioned need not be in the same currency as the securities which it is to be used to pay up but in that event and for the purpose of determining the extent to which such securities are paid up by such sum the Board shall select such rate of exchange as it shall consider appropriate;
- (iii) make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where shares or debentures become distributable in fractions the Board may deal with the fractions as it thinks fit, including issuing fractional certificates,

disregarding fractions or selling shares or debentures representing the fractions to a person for the best price reasonably obtainable and distributing the net proceeds of the sale in due proportion amongst the members (except that if the amount due to a member is less than £5, or such other sum as the Board may decide, the sum may be retained for the benefit of the Company);

- (iv) authorise any person to enter on behalf of all the holders of ordinary shares concerned into an agreement with the Company providing for either (i) 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 (ii) 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
- (v) generally do all acts and things required to give effect to the resolution.

122 **RECORD DATES**

Notwithstanding any other provision of the Articles, but subject to the Act and rights attached to shares, the Company or the Board may fix any date as the record date for a dividend, distribution, allotment or issue. The record date may be on or at any time before or after a date on which the dividend, distribution, allotment or issue is declared, made or paid.

ACCOUNTS

123 KEEPING AND INSPECTION OF ACCOUNTS

- (A) The Board shall ensure that accounting records are kept in accordance Parts 15 and 16 of the Act.
- (B) The accounting records shall be kept at the Office or, subject to the Act, at another place decided by the Board and shall be available during business hours for the inspection of the Directors and other officers. No member (other than a Director or other officer) has the right to inspect an accounting record or other document except if that right is conferred by the Act or he is authorised by the Board or by an ordinary resolution of the Company.

124 ACCOUNTS TO BE SENT TO MEMBERS ETC.

- (A) Except as provided in paragraph (C) of this Article 124, the Directors' and Auditors' reports, together with copies of the balance sheet and every document required by the Act to be annexed to the balance sheet and copies of the profit and loss account or income and expenditure account (subject to the provisions of section 408 of the Act) shall, not less than 21 clear days before the annual general meeting before which they are to be laid, be delivered, sent by post or made available on the Company's website to every member and holder of debentures of the Company, to the Auditors and to any other person who may be entitled to receive them. However, this Article 124 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 or debentures. If all or any of the shares in or debentures of the Company are listed or dealt in on any stock exchange, there shall at the same time be forwarded to the secretary of that stock exchange such number of copies of each of those documents as the regulations of that stock exchange may require.
- (B) The Board may determine that persons entitled to receive a copy of the Company's annual accounts, the Directors' report and the Auditors' report on those accounts are those persons entered on the Register at the close of business on a day determined by the Board.
- (C) The Company may, in accordance with sections 426 to 429 and sections 434 to 435 of the Act and any regulations made under the Act send a summary financial statement to any member, holder of debentures of the Company or other person who is entitled to receive notice of general meetings instead of or in addition to the documents referred to in paragraph (A) of this Article 124. Where it does so, the statement shall be delivered, sent by post or made available on the Company's website to the member, holder of debentures of the Company or other person entitled to receive notice not less than 21 clear days before the annual general meeting before which those documents are to be laid.

NOTICES AND COMMUNICATIONS

125 FORM OF NOTICES AND COMMUNICATIONS BY THE COMPANY

Save where these Articles expressly require otherwise, any notice, document or information to be sent or supplied by the Company may be sent or supplied in accordance with the Act (whether authorised or required to be sent or supplied by the Act or otherwise) in hard copy form or in electronic form.

126 NOTICE BY ADVERTISEMENT

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, subject to the Act, a general meeting may be convened by a notice advertised in at least one United Kingdom national newspaper. Such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the advertisement first 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.

127 DEEMED DELIVERY OF NOTICES, DOCUMENTS AND INFORMATION

- (A) Any notice 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 day after the day when it was put in the post (or, where second-class mail is employed, on the second day after the day when it was put in the post). In proving such service or delivery it shall be conclusive to prove that the envelope containing the notice or document was properly addressed and put into the post as a prepaid letter.
- (B) A notice, document or information sent or supplied by electronic means to an address specific for the purpose by the member is deemed to have been given to or received by the intended recipient 24 hours after it was sent, and in proving service it is sufficient to prove that the communication was properly addressed and sent.
- (C) Any notice, document or other information sent or supplied to a member by means of the Company's website, in accordance with Article 125, shall be deemed to have been received by the intended recipient when the material was first made available on the website or, if later, at the time the intended recipient received (or is deemed to have received) notice of the fact the material was available on the Company's website.
- (D) Any notice or other document not sent by post but delivered by hand (which includes delivery by courier) to or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day on which it was so delivered or left.
- (E) Where notice is given by newspaper advertisement, the notice is deemed to be given to all members and other persons entitled to receive it at noon on the day when the advertisement appears or, where notice is given by more than one advertisement and the advertisements appear on different days, at noon on the last of the days when the advertisements appear.
- (F) A notice, document or information served or delivered by the Company by any other means authorised in writing by the member concerned is deemed to be served when the Company has taken the action it has been authorised to take for that purpose.

- (G) Any member present, in person or by proxy, at any meeting of the Company or of the holders of any class of shares of the Company shall be deemed to have received due notice of such meeting, and, where requisite, of the purposes for which such meeting was called.

128 **NOTICE BINDING ON TRANSFEREES ETC.**

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

129 **NOTICE IN CASE OF JOINT HOLDERS AND ENTITLEMENT BY TRANSMISSION**

- (A) In the case of joint holders of a share, 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. Anything to be agreed or specified in relation to a notice, document or information to be sent or supplied to joint holders, may be agreed or specified by the joint holder who is named first in the Register in respect of the joint holding.
- (B) The Company may give notice to the person entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any like description, at the address (if any) within the United Kingdom or to which notices may be sent using electronic communications supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

MISCELLANEOUS

130 CHANGE OF COMPANY NAME

Subject to the Act, the Board may by resolution change the name of the Company.

131 DESTRUCTION OF DOCUMENTS

(A) The Company may destroy:

- (i) a share certificate which has been cancelled at any time after one year from the date of cancellation;
- (ii) a mandate for the payment of dividends or other amounts or a variation or cancellation of a mandate or a notification of change of name or address at any time after two years from the date the mandate, variation, cancellation or notification was recorded by the Company;
- (iii) an instrument of transfer of shares (including a document constituting the renunciation of an allotment of shares) which has been registered at any time after six years from the date of registration; and
- (iv) any other document on the basis of which any entry in the Register is made at any time after ten years from the date an entry in the Register was first made in respect of it.

(B) 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, and that every other document so destroyed was valid and effective in accordance with the particulars in the records of the Company, provided that:

- (i) the provisions of this Article 131 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;
- (ii) nothing in this Article 131 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 131 which would not attach to the Company in the absence of this Article 131; and
- (iii) references in this Article 131 to the destruction of any document include references to the disposal of it in any manner.

132 WINDING UP

On a voluntary winding up of the company the liquidator may, on obtaining any sanction required by law, divide among the members in kind the whole or any part of the assets of the company, whether or not the assets consist of property of one kind or of different kinds, and vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he, with the like sanction, shall determine. For this purpose the liquidator may set the value he deems fair on a class or classes of property, and may determine on the basis of that valuation and in accordance with the then existing rights of members how the division is to be carried out between members or classes of members. The liquidator may not, however, distribute to a member without his consent an asset to which there is attached a liability or potential liability for the owner.

133 **INDEMNITY OF OFFICERS, FUNDING DIRECTORS' DEFENCE COSTS AND POWER TO PURCHASE INSURANCE**

(A) To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director or other officer of the Company or an associated company (other than any person (whether or not an officer of the Company or an associated company) engaged by the Company or an associated company as auditor) shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise as a director or such other officer of the Company or an associated company) in relation to the Company, an associated company or its/their affairs provided that such indemnity shall not apply in respect of any liability incurred by him:

- (i) to the Company or to any associated company;
- (ii) to pay a fine imposed in criminal proceedings;
- (iii) to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising);
- (iv) in defending any criminal proceedings in which he is convicted;
- (v) in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or
- (vi) in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely:
 - (a) section 661(3) or (4) of the Act (acquisition of shares by innocent nominee); or
 - (b) section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct).

(B) In paragraphs (A)(iv), (A)(v) or 133(A)(vi) of this Article 133 the reference to a conviction, judgment or refusal of relief is a reference to one that has become final. A conviction, judgment or refusal of relief becomes final:

- (i) if not appealed against, at the end of the period for bringing an appeal; or
- (ii) if appealed against, at the time when the appeal (or any further appeal) is disposed of.

An appeal is disposed of:

- (i) if it is determined and the period for bringing any further appeal has ended; or
- (ii) if it is abandoned or otherwise ceases to have effect.

(C) To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a Director of the Company acting in its capacity as a trustee of an occupational pension scheme shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in connection with the Company's activities as trustee of the scheme provided that such indemnity shall not apply in respect of any liability incurred by him:

- (i) to pay a fine imposed in criminal proceedings;

- (ii) to pay a sum payable to a regulatory authority by way of a penalty in respect of non compliance with any requirement of a regulatory nature (howsoever arising); or
- (iii) in defending criminal proceedings in which he is convicted.

For the purposes of this Article 133, a reference to a conviction is to the final decision in the proceedings. The provisions of paragraph (B) of this Article 133 shall apply in determining when a conviction becomes final.

- (D) Without prejudice to paragraph (A) of this Article 133 or to any indemnity to which a Director may otherwise be entitled, and to the extent permitted by the Act and otherwise upon such terms and subject to such conditions as the Board may in its absolute discretion think fit, the Board shall have the power to make arrangements to provide a Director with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with an application under section 661 (3) or (4) of the Act (acquisition of shares by innocent nominee) or section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct) or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority or to enable a Director to avoid incurring any such expenditure.
- (E) Where at any meeting of the Board or a committee of the Board any arrangement falling within paragraph (D) of this Article 133 is to be considered, a Director shall be entitled to vote and be counted in the quorum at such meeting unless the terms of such arrangement confers upon such Director a benefit not generally available to any other Director; in that event, the interest of such Director in such arrangement shall be deemed to be a material interest for the purposes of this Article 133 and he shall not be so entitled to vote or be counted in the quorum.
- (F) To the extent permitted by the Act, the Board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:
 - (i) a director, alternate director or secretary of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
 - (ii) trustee of a retirement benefits scheme or other trust in which a person referred to in sub-paragraph (i) above is or has been interested,

indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.