
A PUBLIC COMPANY LIMITED BY SHARES

MILLENNIUM & COPTHORNE HOTELS PLC

**ARTICLES OF ASSOCIATION,
CERTIFICATES OF INCORPORATION
AND RELEVANT RESOLUTIONS**



Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG

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A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
MILLENNIUM & COPTHORNE HOTELS PLC

(Adopted by special resolution passed on 5 May 2010)



C1/RMU/2187224

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A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MILLENNIUM & COPTHORNE HOTELS PLC

(Adopted by special resolution
passed on 5 May 2010)

I. PRELIMINARY

1. APPLICATION

No regulations or articles made pursuant to or set out in any schedule to any statute or any statutory instrument concerning companies apply to the Company and the following are the Company's articles of association.

2. INTERPRETATION

2.1 In these **Articles**, if not inconsistent with the subject or context:

"2006 Act" means the Companies Act 2006;

"Alternate Director" has the meaning given in article 117.1;

"Annual Accounts and Reports" means those profit and loss accounts, balance sheets, group accounts (if any) and directors' and auditor's reports for each financial year of the **Company** as are required by the **Statutes** to be laid before the **Company** in general meeting;

"Articles" means these articles of association as from time to time altered in accordance with the **Statutes**;

"Base Rate" means the base rate of National Westminster Bank plc (or such other bank as the **Board** may decide) as it stands from time to time;

"Board" means the board of **Directors** or the **Directors** present or deemed to be present at a duly convened meeting of the **Directors** at which a quorum is present;

"Certificated" or **"Certificated Form"** in relation to a share means that title to the share is recorded on the **Register** as being held in certificated form;

"Clear Days" means, in relation to a period of notice, that period excluding the day when the notice is received or deemed to have been received and the day for which it is given or on which it is to take effect;

"Company" means Millennium & Copthorne Hotels plc registered in England and Wales (registered number 3004377);

"Connected", in relation to a **Director**, has the meanings given to it in section 252 and 254 of the **2006 Act**;

"Controlling Shareholder" means any **Member** who together with all connected persons (as defined in section 839 Income and Corporation Taxes Act 1988) owns or is interested in 30% or more of shares in the **Company** giving the right to attend and vote at a general meeting of the **Company**;

"Director" means a director of the **Company**;

"Entitled by Transmission" in relation to a share means entitled as a consequence of the death or bankruptcy of a **Member** or otherwise by operation of law;

"FSA" means the Financial Services Authority;

"Holder" in relation to a share means the **Member** whose name is entered in the **Register** or **Operator Register** as the holder of that share;

"Independent Director" means a director who is not a **Person** who is a connected person (as defined in section 839 Income and Corporation Taxes Act 1988) of a **Controlling Shareholder**;

"London Stock Exchange" means London Stock Exchange plc;

"Member" means a **Person** whose name is entered in the **Register** and, if the **Company** is a **Participating Issuer**:

- (a) the **Register** also shows that **Person** as holding shares in the **Company** in **Certificated Form**; or
- (b) the **Operator Register** shows that **Person** as holding shares in the **Company** in **Uncertificated Form**; or
- (c) that **Person** is deemed to be a member of the **Company** by the **Regulations**;

"Minimum Amount" means £3.00 or such greater sum as the **Board** may decide being not greater than the maximum sum which the **FSA** may from time to time permit for the purpose;

"Non-executive Director" has the meaning given to it in article 102.1;

"Notice of Termination of Proxy" has the meaning given to it in article 86.3;

"Office" means the **Company's** registered office;

"Official List" means the Official List of the **FSA**;

"Operator" means a **Person** approved by the Treasury under the **Regulations** as Operator of a **Relevant System**;

"Operator Register" means the **Company's Operator** register of members as required by regulation 20(3) of the **Regulations**;

"Paid up" means paid up or credited as paid up in respect of the nominal amount of a share and any premium at which the share is issued;

"Participating Issuer" means a **Person** who has issued a security which is a **Participating Security**;

"Participating Security" means a security title to units of which is permitted by an **Operator** to be transferred by means of a **Relevant System**;

"Partly Paid up" means, in relation to a share, that part of that share's nominal value or any premium at which it was issued has not been paid to the **Company**;

"Proxy Notice" has the meaning given to it in article 81.2;

"Record of Uncertificated Shares" means the record of the entries made in its **Operator Register** as required by regulation 20(6) of the **Regulations**;

"Register" means:

- (a) the register of members as required by section 113 of the **2006 Act**; or
- (b) if the **Company** is a **Participating Issuer**, the **Company's** issuer register of members as required by regulation 20(2) of the **Regulations**;

"Regulations" means the Uncertificated Securities Regulations 2001;

"Relevant System" means a computer-based system and procedures, permitted by the **Regulations**, which enable title to units of a security to be evidenced and transferred without a written instrument, and which facilitate supplementary and incidental matters and includes, without limitation, the relevant system of which Euroclear UK & Ireland Limited is the **Operator**;

"Seal" means the **Company's** common seal and any official seal permitted to be used by section 49 of the **2006 Act**;

"Securities Seal" means the **Company's** official seal permitted to be used by section 50 of the **2006 Act**;

"Secretary" means the secretary of the **Company** and includes a joint, assistant, deputy or temporary secretary and any other **Person** appointed to perform the duties of the secretary;

"Statutes" means the **2006 Act**, the **Regulations** and each Act and statutory instrument for the time being in force concerning companies and affecting the **Company**;

"United Kingdom" means Great Britain and Northern Ireland; and

"Uncertificated" or **"Uncertificated Form"** in relation to a share means that title to the share is recorded on the **Operator Register**, and may, by virtue of the **Regulations**, be transferred by means of a **Relevant System**.

2.2 In these **Articles**, a reference to:

- (a) a section or provision of any of the **Statutes**, if not inconsistent with the subject or context, includes every statutory modification, substitution, amendment, extension or re-enactment of the section or provision for the time being in force;
- (b) "including" or "includes" does not limit the scope of the meaning of the words preceding it;
- (c) a notice, document or information being given or sent by the **Company** includes that notice, document or information being sent or supplied by any means permitted by these **Articles**;

- (d) a notice, document or information which is to be sent or supplied to the **Company** being signed, executed or given under hand, is a reference, where that notice, document or information is in electronic form, to its being authenticated in the manner that is determined from time to time by the **Board** for documents of that type which are sent or supplied in electronic form or (if the **Board** has not determined its requirements for the authentication of that type of document) in the manner indicated by the **Statutes** for documents or information sent or supplied in electronic form;
 - (e) a "general meeting" includes a general meeting held as the **Company's** annual general meeting in accordance with section 336 of the **2006 Act** and any other general meeting of the **Company**;
 - (f) a "**Person**" includes an individual, company, corporation or firm;
 - (g) an "instrument" means a document in hard copy form; and
 - (h) "writing" includes references to any method of representing or reproducing words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise and "written" has a corresponding meaning.
- 2.3 Words and expressions contained in these **Articles** which are not defined in article 2.1 but are defined in the **Statutes** have, unless inconsistent with the subject or context, the same meaning as in the **Statutes** (but excluding any modification of the **Statutes** not in force at the date of adoption of these **Articles**).
- 2.4 A special resolution is effective for any purpose for which an ordinary resolution is expressed to be required under these **Articles**.
- 2.5 Where, in relation to a share, these **Articles** refer to a **Relevant System**, the reference is to the **Relevant System** in which that share is a **Participating Security** at the relevant time.
- 2.6 The headings in these **Articles** do not affect the construction of these **Articles**.
- II. **LIABILITY OF MEMBERS**
3. **LIMITED LIABILITY OF MEMBERS**
- The liability of a **Member** is limited to the amount, if any, unpaid on the shares in the **Company** held by him.
- III. **CAPITAL**
- A. **CAPITAL AND CHANGE OF CAPITAL**
4. **ISSUE OF SHARES WITH SPECIAL RIGHTS (INCLUDING REDEEMBLE SHARES)**
- 4.1 Subject to the **Statutes** and without prejudice to any rights attached to any existing shares or class of shares, a share may be issued with such rights or restrictions as the **Company** may by ordinary resolution decide or, failing that decision, as the **Board** may decide.
- 4.2 Subject to the **Statutes** and the rights attached to any existing shares, a share may be issued on the terms that it is, or at the option of the **Company** or the **Holder** of the share is able, to be redeemed and the Board may determine the terms, conditions and manner of redemption of any such shares.

5. **NEW SHARES SUBJECT TO THESE ARTICLES**

All new shares are subject to the provisions of these **Articles** (including, without limitation, provisions relating to payment of calls, lien, transfer, transmission and forfeiture) and, unless otherwise provided in accordance with these **Articles** or the terms of issue, the new shares are ordinary shares.

6. **FRACTIONAL ENTITLEMENTS ARISING ON CONSOLIDATION OR SUB-DIVISION**

6.1 Whenever on a consolidation or sub-division of shares **Members** are entitled to any fractions of shares, the **Board** may sell the shares representing fractions to any **Person**, including the **Company**, for the best price reasonably obtainable and must distribute the net proceeds of sale amongst the **Members** entitled to those fractions in due proportions. However, if the value of a fractional entitlement to a share is less than the **Minimum Amount** in respect of one or more **Members** and the **Company** has by ordinary resolution given its consent, the net proceeds of sale of such a fractional entitlement will belong to the **Company**.

6.2 To give effect to a sale pursuant to article 6.1, the **Board** may:

- (a) authorise the conversion of shares to be sold which are in **Certificated Form** into **Uncertificated Form**, and vice versa (so far as is consistent with the **Regulations** and the facilities and requirements of the **Relevant System**);
- (b) in respect of shares in **Certificated Form**, authorise a **Person** to execute an instrument of transfer of the shares sold; and
- (c) in respect of shares in **Uncertificated Form**, make other arrangements consistent with the **Regulations** and the facilities and requirements of the **Relevant System** for their transfer to, or in accordance with the directions of, the buyer.

6.3 The buyer of shares sold pursuant to article 6.1 is not bound to see to the application of the purchase money and his title to the shares is not affected by any irregularity in or invalidity of the procedure or manner of the sale.

6.4 The **Board** may settle any difficulty which may arise in connection with a consolidation or sub-division of shares. In particular, the **Board** may:

- (a) as between the **Holders** of shares so consolidated decide which shares are consolidated into each consolidated share; and
- (b) in the case of shares registered in the name of one **Holder** (or joint **Holders**) being consolidated with shares registered in the name of another **Holder** (or other joint **Holders**) make such arrangements for the allocation, acceptance or sale of the consolidated share or any fractions of it and for the distribution to the **Member** entitled to it of any amount received in respect of it as appropriate.

For the purpose of giving effect to those arrangements, the **Board** may appoint a **Person** to transfer the consolidated share or any fractions of it and to receive the purchase money for it. A transfer executed by such a **Person** is effective and after the transfer has been registered, no **Person** may question its validity.

7. **PURCHASE AND REDEMPTION OF THE COMPANY'S SHARES**

7.1 Subject to the **Statutes** and these **Articles**, the **Company** may purchase its own shares (including, without limitation, any redeemable shares) at any price (whether above, at or below the nominal value of the share).

B. **ALLOTMENTS**

8. ALLOTMENT OF SHARES

8.1 In this article:

- (a) **"Rights Issue"** means an offer (whether expressed to be by way of rights or otherwise) of equity securities to **Holders** of relevant shares (other than the **Company** itself by virtue of its holding treasury shares) and relevant employee shares in proportion (as nearly as may be) to their respective holdings of those shares, but subject to such exclusions or other arrangements as the **Board** considers necessary or expedient in relation to fractional entitlements or legal or practical problems arising in respect of overseas shareholders or under the laws of, or the requirements of a regulatory body or stock exchange or other authority in, any territory;
- (b) **"Section 551 Period"** means any period (not exceeding five years) for which the authorities conferred by article 8.2 are stated to apply or for which they have been renewed by an ordinary or special resolution of the **Company** which specifies the **Section 551 Amount**;
- (c) **"Section 561 Period"** means any period (not exceeding five years) for which the powers conferred by article 8.2 are stated to apply by a special resolution of the **Company** stating the **Section 561 Amount**;
- (d) **"Section 551 Amount"** is the amount specified as such in the relevant ordinary or special resolution of the **Company**;
- (e) **"Section 561 Amount"** is the amount specified as such in the relevant special resolution of the **Company** or such greater amount as the **Company** by special resolution may from time to time decide; and
- (f) the nominal amount of any securities is, in the case of rights to subscribe or exchange securities for or to convert any securities into shares of the **Company**, the nominal amount of those shares which may be allotted pursuant to those rights.

8.2 Pursuant to and in accordance with section 551 of the **2006 Act**, the **Board** is generally and unconditionally authorised to exercise during each **Section 551 Period** all the **Company's** powers to:

- (a) allot, and make an offer or agreement to allot; or
- (b) grant rights, and make an offer or agreement to grant rights, to subscribe for or to convert any security into,

shares in the Company up to a nominal amount equal to the **Section 551 Amount**. Nothing in this article 8.2 operates to restrict the power of the **Board** to allot shares in pursuance of an employees' share scheme or to grant rights to subscribe for shares, or to convert any security into shares, allotted in pursuance of an employees' share scheme.

8.3 The **Board** is authorised to allot (within the meaning of section 560 of the **2006 Act**), and make an offer or agreement to allot, equity securities wholly for cash pursuant to and within the terms of the authority conferred by article 8.2, as if section 561 of the **2006 Act** did not apply to that allotment or sale, subject to the limits described in articles 8.4 and 8.5. Nothing in this article 8.3 operates to restrict the power of the **Company** to make an allotment of equity securities to which section 561(1) of the **2006 Act** does not apply.

8.4 Where an allotment or sale of equity securities referred to in article 8.3 to which section 561 of the **2006 Act** would otherwise apply is in connection with a **Rights Issue**, the

Board is authorised to allot or sell those equity securities during the **Section 561 Period** up to a total nominal amount equal to the **Section 551 Amount**.

- 8.5 Where an allotment or sale of equity securities referred to in article 8.3 to which section 561 of the **2006 Act** would otherwise apply is other than in connection with a **Rights Issue**, the Board is authorised to allot or sell those equity securities during the **Section 561 Period** up to a total nominal amount equal to the **Section 561 Amount**.
- 8.6 The **Board** may during the **Section 551 Period** make offers or agreements which would or might require shares to be allotted or rights to be granted to subscribe for or convert any security into shares after the expiry of the **Section 551 Period** and may allot such shares or grant such rights pursuant to those offers or agreements, notwithstanding the expiry of the **Section 551 Period**.
- 8.7 The **Board** may during the **Section 561 Period** make offers or agreements which would or might require equity securities to be allotted or sold after the expiry of the **Section 561 Period** and may allot or sell equity securities pursuant to those offers or agreements, notwithstanding the expiry of the **Section 561 Period**.
- 8.8 No allotment, sale, offer or agreement to allot or sell made pursuant to any existing authority (whether contained in articles of association or granted by any resolution of the **Company**) is revoked by the adoption of these **Articles**.

9. **RENUNCIATION OF ALLOTMENT PERMITTED**

Nothing in these **Articles** precludes the **Board** from recognising a renunciation of the allotment of a share by the **Allottee** (as defined below) in favour of some other **Person** (or **Persons** jointly not exceeding four in number) before any **Person** has been entered in the **Register** or **Operator Register** in respect of the share and subject to such terms and conditions as the Board may impose. In this article, "**Allottee**" includes a provisional allottee and any **Person** in whose favour an allotment has been previously renounced.

10. **POWER TO PAY COMMISSION AND BROKERAGE**

- 10.1 In addition to all other powers of paying commissions, the **Company** (or the **Board** on the **Company's** behalf) may exercise the powers conferred by the **Statutes** of paying commissions to **Persons** subscribing or procuring subscriptions for shares of the **Company**, or agreeing to do so whether, in any case, absolutely or conditionally.
- 10.2 The **Company** (or the **Board** on the **Company's** behalf) may on an issue of shares or a sale of treasury shares pay lawful brokerage.
- 10.3 Subject to the **Statutes**, commissions or brokerage may be satisfied (wholly or partly) in cash or by the allotment and issue of fully or **Partly Paid up** shares.

11. **ISSUE OF SHARE WARRANTS TO BEARER**

- 11.1 The **Company** may, with respect to any fully **Paid up** shares which are in **Certificated Form**, issue under the **Seal** or **Securities Seal** a warrant instrument stating that the bearer of the warrant instrument is entitled to the shares specified in it. The **Company** may provide (by coupons or otherwise) for the payment of future dividends on the shares included in the warrant.
- 11.2 Notwithstanding article 135, a warrant instrument is not required to be signed or countersigned and the method or system of sealing (if required) and signature (if any) of warrant instruments is the same as that for shares certificates under article 18.
- 11.3 The **Board** may decide and vary the terms on which a warrant is issued and, in particular, the terms on which:

- (a) the bearer of a warrant is deemed to be a **Member** (either fully or for any purpose defined in these **Articles**);
- (b) the bearer of a warrant is entitled to receive notice of and to attend, vote and demand a poll at general meetings;
- (c) future dividends on the shares included in a warrant are to be paid (whether by coupons or otherwise); and
- (d) a warrant may be surrendered and the name of the bearer of the warrant entered in the **Register** and a share certificate be delivered in respect of the shares included in the warrant.

11.4 The bearer of a warrant will be subject to the conditions for the time being in force in relation to the warrant, whether made before or after the issue of the warrant.

11.5 A warrant or coupon which is damaged, defaced, worn out or alleged to have been lost, stolen or destroyed, may be replaced on such terms (if any) as to evidence and indemnity and payment of any exceptional out-of-pocket expenses incurred by the **Company** in investigating the evidence and preparing the indemnity as the **Board** may decide but otherwise free of charge. A warrant or coupon which is damaged, defaced or worn-out, will only be replaced on delivery up of the old warrant or coupon. A warrant or coupon which is alleged to have been lost, stolen or destroyed, will only be replaced if the **Board** is satisfied beyond reasonable doubt that the original has been lost, stolen or destroyed, as the case may be.

C. **OTHER MATTERS RELATING TO SHARES AND SHARE RIGHTS**

12. **DISQUALIFICATION FROM VOTING AND OTHER MATTERS**

12.1 A **Member** may not in respect of any share held by him vote (personally or by proxy) at any general meeting or at any separate meeting of the **Holders** of any class of shares or exercise any other right conferred by membership in relation to such a meeting unless all calls or other sums presently payable by him in respect of shares in the **Company** have been paid or the **Board** otherwise decides.

12.2 If a **Member**, or another **Person** appearing to be interested in shares held by that **Member**, has been properly served with a notice under section 793 of the **2006 Act** (a "**Section 793 Notice**") and is in default at the end of the time specified in that notice by not supplying to the **Company** the information required by that notice, the **Board** may, in its absolute discretion, at any time by notice to the **Member** (a "**Direction Notice**") direct:

- (a) that in respect of the shares in relation to which the default has occurred (the "**Default Shares**") and with effect from the later of the date of service of the **Direction Notice** and the date falling 14 days after service of the **Section 793 Notice** (the later date being the "**Suspension Date**"), the **Member** may not attend or vote (personally or by proxy) at any general meeting or at any separate meeting of the **Holders** of any class of shares or exercise any other rights conferred by membership in relation to such a meeting until the **Direction Notice** ceases to have effect pursuant to article 12.6; and
- (b) if the **Default Shares** represent, at the date of the **Direction Notice**, at least 0.25% of the nominal value of the issued shares of their class (calculated excluding any shares of their class held as treasury shares), that during the period starting on the **Suspension Date** and ending on the date the **Direction Notice** ceases to have effect:

- (i) the **Company** may retain any dividend (including, without limitation, shares issued instead of a dividend) or other amount which would otherwise be payable on the **Default Shares** (without the **Company** being liable to pay interest on the dividend or other amount) and the acceptance of an offer made by the **Company** under article 149 in respect of any dividend has no effect;
- (ii) subject to the **Statutes**, no transfer of any of the **Default Shares** is to be registered unless:
 - (1) the transfer is an **Approved Transfer** (as defined in article 12.8); or
 - (2) if the **Default Shares** are in **Uncertificated Form**, registration of the transfer is required by regulation 27 of the **Regulations**,

and to give effect to article 12.2(b)(ii), the **Company** (without having to notify the **Member**) may notify the **Operator**, in accordance with the **Regulations**, that it requires the conversion of any **Default Shares** which are in **Uncertificated Form** into **Certificated Form**.

- 12.3 The **Company** must send a copy of the **Direction Notice** to each other **Person** appearing to be interested in the **Default Shares** if the address of that **Person** has been notified to the **Company**, but the **Company's** failure or omission to do so does not invalidate that notice.
- 12.4 Any new shares of the **Company** issued in right of any **Default Shares** are also to be subject to the **Direction Notice**. The **Board** may make any right to an allotment of the new shares subject to restrictions corresponding to those which are to apply to the new shares by reason of the **Direction Notice** when the new shares are issued. For this purpose, shares which the **Company** procures to be offered or appropriated to **Holders** of shares in proportion to their respective holdings (or in proportion ignoring fractional entitlements and ignoring shares not offered to certain shareholders by reason of legal, regulatory or practical problems associated with offering shares outside the **United Kingdom** or to the **Company** as the holder of treasury shares) are to be treated as shares issued in right of **Default Shares**.
- 12.5 A **Person** on whom a **Direction Notice** has been served may give the **Company** a notice containing representations concerning the **Direction Notice**. The **Company** and the **Directors** are not liable to any **Person** as a result of the **Board** having imposed restrictions or failed to decide that restrictions are to cease to apply if the **Directors** have acted in good faith.
- 12.6 A **Direction Notice** ceases to have effect after a period specified by the **Board** (not exceeding seven days) following the earlier of the date:
- (a) when the **Company** has received a document containing all information it requires pursuant to a **Section 793 Notice** in respect of the **Default Shares**;
 - (b) when the **Company** is notified that an approved transfer to a third party has occurred; or
 - (c) when the **Board** decides (if and to the extent that it does so).
- 12.7 For the purposes of this article, a **Person** is to be treated as appearing to be interested in any shares if the **Member** holding the shares has notified the **Company** under section 793 of the **2006 Act** that the **Person** is interested or if the **Company** (after taking into account that notification and any other notification under the **Statutes** or any relevant

information otherwise available to the **Company**) knows or has reasonable cause to believe that the **Person** is, or may be, interested in the shares, and so that a reference to **Persons** interested in shares and to interests in shares are to be construed as they are for the purposes of Part 22 of the **2006 Act**.

12.8 For the purposes of this article, a transfer is an **Approved Transfer** if:

- (a) the transfer results from a sale made through a recognised investment exchange for the purposes of the Financial Services and Markets Act 2000 or any stock exchange outside the **United Kingdom** on which the **Company's** shares (or rights in respect of the **Company's** shares) are normally traded;
- (b) it is a transfer of shares to an offeror by way of acceptance of or in connection with a takeover offer (as defined in section 974 of the **2006 Act**); or
- (c) the **Board** is satisfied that:
 - (i) the transfer of any of the **Default Shares** is made pursuant to a sale of the whole of the beneficial ownership in those shares to a transferee who, in the **Board's** opinion, is not connected with the transferor or with any other **Person** appearing to be interested in those shares before the transfer;
 - (ii) the transferee does not hold any shares in respect of which a **Direction Notice** is then in force or is a **Person** appearing to be interested in any of those shares; and
 - (iii) it does not have reasonable grounds to believe that the transferor or any other **Person** appearing to be interested in the shares the subject of the transfer will after the transfer have any interest in those shares.

12.9 The **Company** may give a notice pursuant to section 793 of the **2006 Act** or this article in accordance with part IX of these **Articles**.

12.10 For the purposes of this article, a reference to a **Person** being in default by not supplying to the **Company** the information required by a **Section 793 Notice** includes a reference to a **Person** having:

- (a) failed or refused to supply all or part of the information; or
- (b) supplied information which the **Person** knows to be false in a material respect or having recklessly supplied information which is false in a material respect.

12.11 None of the provisions contained in this article in any way limits or restricts the **Company's** rights, or any order made by the court, under Part 22 of the **2006 Act**.

12.12 The **Company** is not, by virtue of anything done for the purposes of this article, to be affected with notice of, or put on enquiry as to, the rights of any **Person** in relation to any share.

13. **TRUSTS IN RELATION TO SHARES NOT TO BE RECOGNISED**

13.1 Except as required by law, the **Company** may not recognise a **Person** as holding a share on trust.

13.2 Except as required by these **Articles** or by law, the **Company** is not bound by or required to recognise (even if it has notice of it) an equitable, contingent, future or partial interest in a share (or a fractional part of a share) or any other right in respect of a share other than an absolute right in the registered **Holder** to the whole of the share.

14. **VARIATION OF THE SPECIAL RIGHTS OF SHARES**

14.1 Subject to the **Statutes**, the rights attached to a class of shares may (unless otherwise provided by the terms of issue of the shares of that class) be varied with the written consent of the **Holders** of not less than three-fourths in nominal value of the issued shares of that class (calculated excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate meeting of the **Holders** of the shares of that class.

14.2 All the provisions of these **Articles** relating to general meetings of the **Company** apply with any necessary changes to a separate meeting of **Holders** of a class of shares in connection with the variation of rights attached to a class of shares, except that:

(a) the **Members** may not call and may not require the **Directors** to call a separate meeting of the **Holders** of a class of shares;

(b) the quorum:

(i) for a meeting other than an adjourned meeting is two **Holders** of shares of that class present in person or by proxy holding not less than one-third in nominal value of the issued shares of that class (calculated excluding any shares of that class held as treasury shares); and

(ii) for an adjourned meeting is a **Holder** of shares of that class who is present in person or by proxy,

provided that where a **Person** is present by proxy or proxies, he is treated as holding only the shares in respect of which the proxy or proxies are authorised to exercise voting rights;

(c) any **Holder** of shares of that class present in person or by proxy may demand a poll; and

(d) on a poll, each **Holder** of shares of that class who is present in person or by proxy and who is entitled to vote has one vote for each share of that class held by him (subject to any special rights or restrictions which are attached to any class of share).

15. **RIGHTS NOT VARIED BY AN ISSUE OF FURTHER SHARES OF THE CLASS**

The rights attached to a class of shares are not (unless otherwise expressly provided by the rights attached to those shares) deemed to be varied by the creation or issue of further shares ranking *pari passu* with or subsequent to them but in no respect in priority to them.

16. **FINANCIAL ASSISTANCE FOR THE ACQUISITION OF THE COMPANY'S SHARES**

Except to the extent prohibited by the **Statutes** or by law, the **Company** may, in accordance with the **Statutes**, give financial assistance directly or indirectly for the purpose of:

(a) the acquisition or proposed acquisition of any shares in the **Company** or a body corporate of which it is a subsidiary; or

(b) reducing or discharging a liability incurred by a **Person** for the purpose of acquiring any shares in the **Company** or a body corporate of which it is subsidiary.

D. EVIDENCE OF TITLE

17. UNCERTIFICATED SHARES

- 17.1 Subject to the **Regulations**, the **Board** (without consulting the **Holders** of any class of shares) may resolve that:
- (a) a class of shares is to become a **Participating Security**;
 - (b) shares in a class of shares referred to in article 17.1(a) may only be held in **Uncertificated Form** and title to them may only be transferred by means of a **Relevant System** until the **Board** decides otherwise; and
 - (c) a class of shares is to cease to be a **Participating Security**.
- 17.2 Subject to the **Regulations** and the facilities and requirements of the **Relevant System**, the **Board** may implement any arrangements in relation to the holding of shares of a class which is a **Participating Security** in **Uncertificated Form** and the transfer of title to shares of that class by means of a **Relevant System**.
- 17.3 Subject to the **Regulations** and the facilities and requirements of the **Relevant System**, a **Member** may change a share of a class which is a **Participating Security** from a **Certificated** share to an **Uncertificated** share and vice versa.
- 17.4 While a class of shares is a **Participating Security**, these **Articles** only apply to an **Uncertificated** share of that class to the extent that they are consistent with the holding of shares of that class in **Uncertificated Form**, the transfer of title to shares of that class by means of a **Relevant System** and the **Regulations**.
- 17.5 While a class of shares is a **Participating Security**, the **Company** must maintain the **Register** and the **Record of Uncertificated Shares** in accordance with the **Regulations** and the **Relevant System**.
- 17.6 Notwithstanding any provision of these **Articles**, a class of shares is not to be treated as two classes by virtue only of that class comprising both shares in **Certificated Form** and **Uncertificated Form** or as a result of any provision of these **Articles** or the **Regulations** applying only in respect of shares in **Certificated Form** or **Uncertificated Form**.
18. FORM OF SHARE CERTIFICATE AND METHOD OF SEALING
- 18.1 A share certificate must be issued under the **Seal** or the **Securities Seal** or signed by a **Director** and the **Secretary** or by two **Directors** and:
- (a) notwithstanding article 135, a certificate to which the **Seal** or the **Securities Seal** is affixed is not required to be signed or countersigned and the method or system of affixing the **Seal** or the **Securities Seal** to share certificates may, if the **Board** decides, be controlled by, or the certificates be approved for sealing by, the **Company's** auditors, bankers or registrars; and
 - (b) If permitted by the **Statutes** and (while any of the **Company's** shares are admitted to the **Official List**) the rules of the **FSA**, any signature, any representation of a signature, the **Seal**, the **Securities Seal** or any representation of the **Seal** or the **Securities Seal** may be made, produced or affixed to a certificate by any mechanical, electronic, laser or other means approved by the **Board**.
- 18.2 A certificate must specify the number and class of shares to which it relates and the amount **Paid up** on those shares. A certificate may not be issued for shares of more than one class.

- 18.3 While all the issued shares, or all the issued shares of a particular class, are fully **Paid up** and rank *pari passu* for all purposes, none of those shares will have a distinguishing number, unless the Board decides to the contrary.

19. **MAXIMUM NUMBER OF JOINT HOLDERS**

The **Company** is not bound to register more than four **Persons** as the joint **Holders** of any share and in the case of a share held jointly by several **Persons** the **Company** is not bound to issue more than one certificate for the share and delivery of a certificate to one of the joint **Holders** is sufficient delivery to all.

20. **PERIOD FOR THE ISSUE OF SHARE CERTIFICATES**

- 20.1 When a **Person** (except any **Person** in respect of whom the **Company** is not by law required to complete and have ready for delivery a certificate) first becomes a **Holder** of shares in **Certificated Form**, he is entitled to receive, free of charge, one certificate for all the **Certificated** shares of any one class registered in his name. When that **Person** receives more **Certificated** shares, he is entitled to receive, free of charge, one certificate for all the additional **Certificated** shares.

- 20.2 A certificate to which a **Person** is entitled by article 20.1 must be delivered:

- (a) in the case of allotment of a new share (other than where the **Company** then issues a share warrant in respect of the share), within one month after allotment (or such longer period as the terms of issue provide);
- (b) in respect of the shares included in a share warrant, within one month after lodgement of the share warrant for cancellation (together with such other documentation and payment as is required under the terms of issue of the warrant) or as is otherwise provided by the terms of issue of the warrant;
- (c) in the case of a transfer of fully **Paid up** shares, within 14 days after lodgement of the relevant instrument of transfer; or
- (d) in the case of a transfer of **Partly Paid up** shares, within two months after lodgement of the relevant instrument of transfer.

21. **BALANCE CERTIFICATES**

If part of the shares comprised in a share certificate are transferred, the old certificate must be cancelled and a new certificate for the balance of those shares in **Certificated Form** issued without charge.

22. **ISSUE OF REPLACEMENT CERTIFICATES**

- 22.1 If a **Member** holds four or more certificates for shares of one class, the **Board** may at the request of the **Member** given in accordance with part IX, on surrender of the original certificates and without charge, cancel the certificates and issue a single replacement certificate for those shares.
- 22.2 At the request of a **Member** given in accordance with part IX, the **Board** may cancel a certificate for shares and issue two or more replacement certificates for those shares in such proportion as the **Member** specifies, on surrender of the original certificate and on payment of such reasonable out of pocket expenses as the **Board** may decide.
- 22.3 A share certificate which is damaged, defaced, worn out or alleged to have been lost, stolen or destroyed, may be replaced on such terms (if any) as to evidence and indemnity and payment of exceptional out-of-pocket expenses incurred by the **Company** in investigating the evidence and preparing the indemnity as the **Board** may decide but

otherwise free of charge. A certificate which is damaged, defaced or worn-out may only be replaced on delivery up of the old certificate.

22.4 Any of the joint **Holders** of a share may make a request under article 22.1 or 22.2.

23. **CERTIFICATES FOR DEBENTURES AND OTHER SECURITIES**

The provisions of these **Articles** relating to certificates apply, with all necessary modifications and adaptations (and subject to any conflicting provisions in the terms of issue of such securities), to certificates for debentures, debenture stock and any other securities comprising the **Company's** share or loan capital as they apply to certificates for shares, except that article 21 does not apply to warrants to bearer or bearer certificates.

E. **LIEN**

24. **LIEN ON PARTLY-PAID SHARES**

24.1 The **Company** has a first and paramount lien on each share (other than a fully **Paid up** share) for all amounts (whether presently payable or not) payable at a fixed time or called in respect of the share. The lien extends to all dividends or other amounts payable in respect of the share.

24.2 The **Company's** lien on a share applies:

- (a) whether before or after notice to the **Company** of any equitable or other interest of any **Person** other than the registered **Holder** or **Holders** of the share; and
- (b) notwithstanding that the amount is a joint debt or liability of the **Holder** or his estate and another **Person** whether a **Member** or not.

24.3 The **Board** may at any time (generally or in a particular case) waive any lien or declare a share to be wholly or partly exempt from the provisions of this article.

25. **ENFORCEMENT OF LIEN BY A SALE OF SHARES**

25.1 The **Company** may sell, in such manner as the **Board** decides, a share on which the **Company** has a lien if an amount in respect of which the lien exists is presently payable and is not paid within 14 **Clear Days** after notice has been given to the registered **Holder** of the share or the **Person Entitled by Transmission** to it, demanding payment and stating that if the notice is not complied with the share may be sold.

25.2 To give effect to such a sale the **Board** may authorise any **Person** to execute an instrument of transfer of the shares sold.

25.3 The buyer is not bound to see to the application of the purchase money and his title to the shares is not affected by any irregularity in or invalidity of the procedure or manner of the sale.

26. **APPLICATION OF PROCEEDS**

The net proceeds of the sale, after payment of the costs of sale, must be applied in or towards payment or satisfaction of so much of the amount in respect of which the lien exists as is presently payable. Any residue must (subject to a like lien for any amount not presently payable as existed on the shares before the sale and on surrender to the **Company** for cancellation of the certificate for the shares sold) be paid to the **Person** entitled to the shares at the time of the sale.

F. **CALLS ON SHARES**

27. **BOARD MAY MAKE CALLS**

27.1 Subject to the terms of allotment, the **Board** may from time to time make calls on the **Members** in respect of any amount unpaid on their shares, whether in respect of nominal value or premium. Each **Member** must (subject to receiving at least 14 **Clear Days'** notice specifying the amount called and the time or times and place of payment) pay to the **Company** at the time or times and place so specified the amount called on his shares.

27.2 A call may be required to be paid by instalments.

27.3 A call may, at any time before receipt by the **Company** of an amount due under the call, be revoked (wholly or partly) and payment of a call may be postponed (wholly or partly) as the **Board** may decide.

27.4 A **Person** on whom a call is made remains liable for calls made on him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

28. **WHEN A CALL IS DEEMED TO BE MADE**

A call is deemed to have been made at the time when the resolution of the **Board** authorising the call was passed.

29. **LIABILITIES OF JOINT HOLDERS**

The joint **Holders** of a share are jointly and severally liable to pay all calls in respect of it.

30. **INTEREST ON UNPAID CALLS**

If an amount called in respect of a share or an amount payable on a share under the terms of allotment is not paid before or on the day appointed for payment of the amount, the **Person** from whom the amount is due must pay:

- (a) interest on the amount from the day appointed for payment of the amount to the time of actual payment at the rate per annum of 3% above the **Base Rate** or at such lesser rate as the **Board** may decide; and
- (b) all expenses which the **Company** incurs or becomes liable for in order to ensure payment of, or in consequence of the non-payment of, the amount but the **Board** may waive (wholly or partly) payment of that interest or those expenses.

31. **AMOUNTS PAYABLE ON ALLOTMENT OR AT ANY FIXED TIME DEEMED TO BE A CALL**

An amount or any non-cash consideration which by the terms of allotment of a share or pursuant to the **Statutes** is or becomes payable on allotment or at a fixed date after allotment, whether in respect of nominal value or premium, is for the purposes of these **Articles** deemed to be a call properly made and payable on the date on which, by the terms of allotment or pursuant to the **Statutes**, it becomes payable. In the case of non-payment of such an amount all relevant provisions of these **Articles** as to payment of interest, expenses, forfeiture or otherwise apply as if the amount had become payable by virtue of a call properly made and notified.

32. **BOARD'S POWER TO DIFFERENTIATE REGARDING CALLS**

The **Board** may make arrangements on the issue of shares which differentiate between the **Holders** in the amount called to be paid and in the times of payment.

33. **PAYMENT UP OF SHARES IN ADVANCE OF CALLS**

The **Board** may receive from a **Member** all or part of the amount unpaid on a share held by him beyond the amounts actually called up on the share as a payment in advance of calls. A payment in advance of calls extinguishes, so far as it extends, the liability on the share in respect of which it is advanced. The **Company** may pay interest on the amount so received, or so much of it as from time to time exceeds the amount of the calls then made and payable on the share in respect of which it has been received, at such rate not exceeding the **Base Rate** (unless the **Company** by ordinary resolution decides otherwise) as the **Member** and the **Board** agree.

G. **FORFEITURE OF SHARES**

34. **SERVICE OF NOTICE REQUIRING PAYMENT OF UNPAID CALLS**

If a **Member** (or a **Person Entitled by Transmission** to a share) fails to pay the whole or any part of a call or instalment of a call before or on the day appointed for its payment, the **Board** may at any time after that, while any part of the call or instalment remains unpaid, give the **Member** or **Person** notice requiring payment of so much of the call or instalment as is unpaid and any interest which may have accrued and any expenses incurred by the **Company** by reason of the non-payment.

35. **CONTENTS OF NOTICE REQUIRING PAYMENT OF UNPAID CALLS**

The notice must:

- (a) specify a day (not earlier than 14 days from the date of delivery of the notice) on or before which and the place where the payment required by the notice is to be made; and
- (b) state that if the notice is not complied with, the shares on which the call has been made or instalment is payable are liable to be forfeited.

36. **FORFEITURE OF SHARES**

If the notice is not complied with, any share in respect of which the notice has been given may, at any time before the payment of all amounts required by the notice, be forfeited by a resolution of the **Board**. The forfeiture includes any dividends which have been declared on the forfeited share and not paid before the forfeiture and any dividends on that share which have been declared and paid but which have not been claimed by the payee before the forfeiture. The **Board** may accept the surrender of a share liable to be forfeited and, in such a case, a reference in these **Articles** to forfeiture includes surrender.

37. **SERVICE OF NOTICE OF FORFEITURE AND REGISTRATION**

If a share is forfeited, the **Board** must give notice of the forfeiture to the **Person** who was before the forfeiture the registered **Holder** of the share (or the **Person Entitled by Transmission** to the share). An entry must be made forthwith in the **Register** opposite the entry in respect of the share showing that notice has been given, that the share has been forfeited and the date of the forfeiture. A forfeiture is not invalidated by an omission or neglect to give that notice or make those entries.

38. **SALE OF FORFEITED SHARES**

38.1 A forfeited share becomes the **Company's** property.

38.2 During the period of three years starting on the day before the date of forfeiture of the share, the **Company** may sell, re-allot (subject to these **Articles**) or otherwise dispose of

the share on such terms and in such manner as the **Board** decides either to the **Person** who was before the forfeiture the **Holder** of the share or the **Person Entitled by Transmission** to the share or to any other **Person**. At any time before such a sale, re-allotment or disposal, the forfeiture may be cancelled on such terms as the **Board** decides.

38.3 The **Board** may, if necessary, authorise a **Person** to transfer a forfeited share to any other **Person**.

38.4 If during the period of three years starting on the day before the date of forfeiture of a share it has not been sold, re-allotted or otherwise disposed, the **Board** must:

- (a) before the expiration of that period cancel the share;
- (b) diminish the amount of the authorised and issued share capital by the nominal amount of the share; and
- (c) comply with sections 662 to 667 and 669 of the **2006 Act**.

39. **FORMER HOLDER OF FORFEITED SHARES REMAINS LIABLE FOR UNPAID CALLS**

A **Person** ceases to be a **Member** in respect of a share which has been forfeited. The **Person** must surrender to the **Company** the certificate for the forfeited share. That **Person** remains liable to the **Company** for all amounts which at the date of forfeiture were presently payable by him to the **Company** in respect of the share and interest on that amount at the rate per annum of 3% above the **Base Rate** or at such lower rate as the **Board** may decide from the date of forfeiture until payment. The **Board** may waive payment (wholly or partly) or enforce payment without any allowance for the value of the share at the time of forfeiture.

40. **EXTINCTION OF CERTAIN CLAIMS ON FORFEITURE**

The forfeiture of a share involves the extinction at the time of forfeiture of all interest in and all claims and demands against the **Company** in respect of the share and all other rights and liabilities incidental to the share as between the **Person** whose share is forfeited and the **Company**, except only those rights and liabilities expressly saved by these **Articles**, or given or imposed in the case of past **Members** by the **Statutes**.

41. **STATUTORY DECLARATION AS EVIDENCE OF FORFEITURE**

A statutory declaration by a **Director** or the **Secretary** that a share has been properly forfeited on a specified date is conclusive evidence of the facts stated in it as against all **Persons** claiming to be entitled to the share. The declaration and receipt of the **Company** of the consideration (if any) given in connection with the sale, re-allotment or disposal of the share (subject, if necessary, to the transfer of the share) constitutes a good title to the share. The **Person** to whom the share is sold, re-allotted or disposed of must be registered as the **Holder** of the share and is not bound to see to the application of the consideration (if any) and his title to the share is not affected by any irregularity or invalidity in the proceedings in relation to the forfeiture, sale, re-allotment or disposal of the share.

H. **TRANSFERS OF SHARES**

42. **TRANSFER OF CERTIFICATED SHARES**

42.1 A transfer of a share in **Certificated Form** must be effected by means of a written instrument of transfer in any usual or common form or in any other form which the **Board** may approve.

42.2 The instrument of transfer of a share in **Certificated Form** must be signed by an individual or otherwise executed in accordance with applicable law by or on behalf of the transferor and, unless the share is fully **Paid up**, by or on behalf of the transferee.

43. **TRANSFER OF UNCERTIFICATED SHARES**

A transfer of a share in **Uncertificated Form** must be made in accordance with and subject to the **Regulations** and the facilities and requirements of the **Relevant System** and in accordance with any arrangements made by the **Board** pursuant to article 17.

44. **NO REGISTRATION FEES PAYABLE**

The **Company** may not charge a fee on the registration of a transfer of a share, or of any probate, letters of administration, certificate of death or marriage, power of attorney, stop notice or other instrument relating to or affecting the title to a share or otherwise for making any entry in the **Register** or **Record of Uncertificated Shares** affecting the title to a share.

45. **WHEN TRANSFEREE BECOMES HOLDER**

45.1 The transferor of a share is deemed to remain the **Holder** of the share until the transferee's name is entered in the **Register** or **Operator Register** in respect of the share.

46. **GENERAL CONDITIONS AS TO REGISTRATION OF TRANSFERS OF CERTIFICATED SHARES**

46.1 The **Board** may refuse to register a transfer of a **Certificated** share, unless the instrument of transfer:

(a) is duly stamped (if stampable) and is lodged at the **Office** or such other place as the **Board** may prescribe and is accompanied by the certificate for the share to which it relates and such other evidence as the **Board** may reasonably require to show the right of the transferor to make the transfer (and if the instrument of transfer is executed by a **Person** on the transferor's behalf, the authority of that **Person** to do so);

(b) is in respect of only one class of share; and

(c) is in favour of not more than four transferees jointly.

46.2 In the case of a transfer of a **Certificated** share executed by a financial institution, the lodgement of a certificate for the share or other evidence as required by article 46.1 is only required if a certificate has been issued in respect of the share.

46.3 Subject to articles 47.2 and 182.1, the **Company** may retain each instrument of transfer which is registered.

47. **BOARD'S POWER TO REFUSE TO REGISTER CERTAIN TRANSFERS OF CERTIFICATED SHARES**

47.1 In addition to its powers under article 12, the **Board** may, in its absolute discretion, refuse to register the transfer of a **Certificated** share which is not fully **Paid up** or the transfer of a **Certificated** share on which the **Company** has a lien. If that share has been admitted

to the **Official List**, the **Board** may not refuse to register the transfer if this would prevent dealings in the **Company's** shares from taking place on an open and proper basis.

47.2 If the **Board** refuses to register a transfer of a **Certificated** share, it must:

- (a) send to the transferee notice of the refusal, together with its reasons for the refusal; and
- (b) (except in the case of fraud or suspected fraud) return the instrument of transfer and any accompanying certificate to the **Person** presenting those documents,

as soon as practicable and in any event within two months after the date on which the transfer was lodged with the **Company**.

47.3 Neither the **Company** nor its **Directors** nor any of its officers shall incur any liability for registering or acting upon a transfer of a share apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the **Company** or its **Directors** or other officers, be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the **Company** may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. In every such case, the **Person** registered as transferee, his executors, administrators and assigns, alone shall be entitled to be recognised as the holder of such shares and previous holder shall, so far as the **Company** is concerned, be deemed to have transferred his whole title thereto.

I. **TRANSMISSION OF SHARES**

48. **DEATH OF A MEMBER**

If a **Member** dies, the survivor or survivors where the deceased was a joint **Holder**, or the legal personal representatives of the deceased where he was a sole or the only surviving **Holder**, are the only **Persons** recognised by the **Company** as having any title to his interest. Nothing in this article releases the estate of a deceased **Member** from any liability in respect of a share jointly or solely held by him.

49. **PERSON BECOMING ENTITLED BY TRANSMISSION MAY BE REGISTERED**

Subject to these **Articles** and the **Statutes** and, in the case of an **Uncertificated** share, to the facilities and requirements of the **Relevant System**, a **Person** becoming **Entitled by Transmission** to a share, may on production of evidence as to his title of such type and in such form as the **Board** may properly require, elect either to be registered himself as the **Holder** of the share or to have another **Person** nominated by him registered as the transferee of the share. If he elects to be registered himself he must notify the **Company** of that election in writing and in such form as the **Board** may require. If he elects to have another **Person** registered and the share is in **Certificated Form**, he must execute an instrument of transfer of the share to that **Person**. If he elects to have himself or another **Person** registered and the share is in **Uncertificated Form**, he must take such action as the **Board** requires to enable himself or that **Person** to be registered as the **Holder** of the share. All of the provisions of these **Articles** relating to the transfer of shares apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the **Member** and the death or bankruptcy of the **Member** or other event giving rise to the transmission had not occurred.

50. **ELECTION REQUIRED**

The Board may at any time give notice to a **Person Entitled by Transmission** to a share requiring that **Person** to elect either to be registered himself or to transfer the share. If that **Person** does not comply with the notice within 60 days, the **Board** may after the expiration of that period:

- (a) withhold payment of any dividend or other amount payable in respect of the share (but that action does not constitute the **Company** a trustee in respect of such a dividend or other amount) and suspend any other advantages to which the **Person** would otherwise be entitled in respect of the share until the requirements of the notice have been complied with; and
- (b) sell the share at the best price reasonably obtainable in such manner as the **Board** decides in accordance with article 52.3.

51. **RIGHTS OF PERSONS ENTITLED BY TRANSMISSION TO A SHARE**

Except as otherwise provided by these **Articles**, a **Person** becoming **Entitled by Transmission** to a share is (on production of evidence as to his title of such type and in such form as the **Board** may properly require) entitled to:

- (a) the same dividends and other amounts payable in respect of the share to which he would be entitled if he were the registered **Holder** of the share and may give a good discharge for those dividends or other amounts; and
- (b) all other advantages to which he would be entitled if he were the registered **Holder** of the share, but a **Person** becoming **Entitled by Transmission** to a share is not entitled to receive notice of, or to attend or vote at, meetings of the **Company** or to exercise any rights conferred by membership in relation to meetings of the **Company** unless and until he is registered as a **Member** in respect of the share.

J. **UNTRACED SHAREHOLDERS**

52. **COMPANY'S POWER TO SELL SHARES**

52.1 The **Company** may sell in such manner as the **Board** decides at the best price reasonably obtainable a share of a **Member** or a share to which a **Person** is **Entitled by Transmission** if:

- (a) during a period of 12 years the **Company** has paid at least three dividends (whether interim or final) in respect of the share and during that period no dividend cheque or warrant sent by the **Company** through the post in a pre-paid letter addressed to the **Member** or the **Person** at his address on the **Register** or the last known address given by the **Member** or the **Person** to which cheques and warrants are to be sent has been cashed;
- (b) on or after the expiry of the period referred to in article 52.1(a), the **Company** has given notice of its intention to sell the share by advertisement in a national newspaper circulating in the **United Kingdom** and in a newspaper circulating in the area in which the address referred to in article 52.1(a) is located;
- (c) during the period starting at the start of the period referred to in article 52.1(a) and ending on the date three months after the date of publication of the advertisement specified in article 52.1(b) the **Company** has not received any communication from the **Member** or the **Person**; and

- (d) the **Company** has first given notice in writing to the London Stock Exchange of its intention to sell the share.
- 52.2 If during the period starting at the start of period referred to in article 52.1(a) and ending on the date when all the requirements in article 52.1(a) to 52.1(c) have been satisfied a further share has been issued in respect of a right attaching to a share held at the start of that period or of any previously so issued during that period and all the requirements in article 52.1(a) to 52.1(c) have been satisfied in respect of the further share, the **Company** may also sell the further share.
- 52.3 To give effect to a sale pursuant to articles 50 or 52.1 or 52.2, the **Board** may:
- (a) authorise the conversion of shares to be sold which are in **Certificated Form** into **Uncertificated Form**, and vice versa (so far as is consistent with the **Regulations** and the facilities and requirements of the **Relevant System**);
 - (b) in respect of shares in **Certificated Form**, authorise a **Person** to execute an instrument of transfer of the shares sold; and
 - (c) in respect of shares in **Uncertificated Form**, make other arrangements consistent with the **Regulations** and the facilities and requirements of the **Relevant System** for their transfer to, or in accordance with the directions of, the buyer.
- 52.4 The buyer is not bound to see to the application of the purchase money and his title to the shares is not affected by any irregularity in or invalidity of the procedure or manner of the sale.
- 52.5 The **Company** must account to the **Member** or other **Person** for the net proceeds of the sale by carrying an amount in respect of the net proceeds to a separate account which is a permanent debt of the **Company**. The **Company** is deemed to be a debtor and not a trustee for the **Member** or other **Person** in respect of that amount. The **Board** may invest or otherwise use for the **Company's** benefit an amount carried to a separate account until it is claimed. Any money earned on an amount so invested or used belongs to the **Company** and it is not obliged to account for it to the **Member** or other **Person**.

III. GENERAL MEETINGS

A. MEETINGS AND NOTICES

53. ANNUAL GENERAL MEETINGS

The **Company** must hold a general meeting as its annual general meeting within six months following the end of each financial year (in addition to any other meetings in that year), unless it is permitted by the **Statutes** to extend the period for holding its annual general meeting. The **Board** must decide the time and place for each annual general meeting.

54. EXTRAORDINARY GENERAL MEETINGS

- 54.1 A general meeting, other than an annual general meeting, is referred to in these **Articles** as an extraordinary general meeting.
- 54.2 The **Board** may call an extraordinary general meeting at any time, to take place at such time and place as it decides. In addition, on receipt of a request from **Members** to the **Board** to call a general meeting in accordance with the **Statutes**, the **Board** must call an extraordinary general meeting within the time required by the **Statutes**.
- 54.3 Two or more **Members** may call a general meeting (or instruct the Secretary to do so) for the purpose of appointing **Directors** in the circumstances described in article 111.

55. NOTICE OF MEETING

55.1 At least:

- (a) 21 **Clear Days'** notice must be given for an annual general meeting; and
- (b) 14 **Clear Days'** notice must be given for an extraordinary general meeting unless the Statutes require a longer period of notice.

55.2 The notice of meeting must be sent to all **Members** (other than those who under the **Statutes**, these **Articles** or the conditions attaching to the shares held by them are not entitled to receive the notice), to each **Director** and to the **Company's** auditors.

55.3 The notice of general meeting must specify:

- (a) whether the meeting is an annual general meeting or an extraordinary general meeting;
- (b) the place, date and time of the meeting;
- (c) the general nature of the business to be dealt with at the meeting;
- (d) if the meeting is convened to consider a special resolution, the intention to propose the resolution as a special resolution and the text of the resolution;
- (e) with reasonable prominence that a **Member** may appoint one or (provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him) more than one proxy, to exercise any or all of his rights to attend and to speak and vote at the meeting instead of him;
- (f) the address of the website on which the information required by the **Statutes** has been published in advance of the meeting;
- (g) the procedures with which **Members** must comply in order to be able to attend and vote at the meeting and the date by which they must comply;
- (h) details of the forms, if any, to be used for the appointment of a proxy;
- (i) a statement of the right of **Members** to ask questions in accordance with the **Statutes**; and
- (j) if the meeting is an annual general meeting and the notice is given more than 6 weeks before the meeting, a statement of the right in accordance with the **Statutes** to require notice of a resolution to be moved or a matter to be included in the business of the meeting.

55.4 A notice of meeting must specify a time by which a **Person** must be entered on the **Register** or **Operator Register** to have the right to attend or vote at the meeting and for the purpose of determining how many votes that person may cast. That time must be in accordance with what is permitted by the **Statutes**. Changes to entries on the **Register** or **Operator Register** after the time specified in the notice are to be disregarded in deciding the rights of any **Person** to attend or vote at the meeting.

55.5 A notice of meeting may specify a time by which a **Person** must be entered on the **Register** or **Operator Register** to have the right to attend or vote at the meeting and for the purpose of determining how many votes that **Person** may cast. If the **Company** is a **Participating Issuer**, that time must be in accordance with what is permitted by the **Regulations**. Changes to entries on the **Register** or **Operator Register** after the time

specified in the notice are to be disregarded in deciding the rights of any **Person** to attend or vote at the meeting.

56. **SPECIAL NOTICE**

If the **Statutes** require special notice to be given of a resolution, the resolution is only effective if notice of the intention to move it has been given to the **Company** at least 28 **Clear Days** (or such shorter period as the **Statutes** permit) before the meeting at which it is to be moved. The **Company** must give the **Members** notice of such a resolution in accordance with the **Statutes**.

57. **MEMBERS' RESOLUTIONS, MEMBERS' STATEMENTS AND MEMBERS' BUSINESS**

57.1 Subject to the **Statutes**:

- (a) the **Company** must, if it receives a request complying with the **Statutes** from such number of relevant **Members** or other **Persons** as is specified in the **Statutes**, give to **Members** entitled to receive notice of the next annual general meeting, notice of a resolution which may properly be moved and is intended to be moved at that meeting;
- (b) the **Company** must, if it receives a request complying with the **Statutes** from such number of relevant **Members** or other **Persons** as is specified in the **Statutes**, circulate to **Members** entitled to receive notice of a general meeting, a statement of not more than 1,000 words with respect to a matter referred to in a proposed resolution to be dealt with at that meeting or other business to be dealt with at that meeting;
- (c) the **Company** must, if it receives a request complying with the **Statutes** from such number of relevant **Members** or other **Persons** as is specified in the **Statutes**, include in the business to be dealt with at an annual general meeting any matter (other than a proposed resolution) which may be properly included in the business.

57.2 The expenses of the **Company** in complying with any request of a type described in article 57.1 must be borne by the **Members** making the request (or, where relevant, by the **Members** holding shares on behalf of a **Person** making that request) unless the **Statutes** provide otherwise or the **Board** or the **Company** otherwise resolves.

58. **ACCIDENTAL OMISSION OR NON-RECEIPT OF NOTICE**

The accidental omission to give notice to, or the non-receipt of notice by, a **Person** entitled to receive notice does not invalidate the proceedings at any meeting.

59. **CHANGE IN PLACE OR TIME OF MEETING**

If, after the giving of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the **Board** decides that it is impracticable or unreasonable for a reason beyond its control to hold the meeting at the declared place or time or both, it may change the place or postpone the time at which the meeting is to be held. If such a decision is made, the **Board** may change the place or postpone the time again if it decides that it is reasonable to do so. In either case:

- (a) a new notice of the meeting need not be given, but the **Board** must, if practicable, advertise the date, time and place of the meeting in at least two newspapers having a national circulation and must, if practicable, arrange for notices of the change of place or postponement to appear at the original place or at the original time or both; and

- (b) notwithstanding article 83, an appointment of a proxy in relation to the meeting may be received in the manner specified in article 83 at any time not less than 48 hours (or such shorter period as the Board may determine) before any new time appointed for holding the meeting.

B. PROCEEDINGS AT GENERAL MEETINGS

60. OVERFLOW MEETINGS

- 60.1 The **Board** or the chairman of the meeting may, notwithstanding the specification in the notice of the place of a general meeting (the "**Principal Place**"), arrange for simultaneous attendance and participation (including, without limitation, by way of video-link) at other places by **Members** and proxies entitled to attend the general meeting but excluded from the **Principal Place**.
- 60.2 Those arrangements may include arrangements regarding the level of attendance at the other places so long as those arrangements operate so that those **Members** and proxies excluded from attendance at the **Principal Place** are able to attend at one of the other places.
- 60.3 The **Board** or the chairman of the meeting may, for the purpose of facilitating the organisation and administration of a general meeting to which these arrangements apply, from time to time make arrangements, whether involving the issue of tickets (on a basis intended to afford to all **Members** and proxies entitled to attend the meeting an equal opportunity of being admitted to the **Principal Place**) or the imposition of some random means of selection or otherwise as it or he considers appropriate. The **Board** or the chairman of the meeting may from time to time vary those arrangements or make new arrangements in their place for the exclusion of **Members** and proxies entitled to attend the general meeting from the **Principal Place**. The entitlement of a **Member** or proxy to attend a general meeting at the **Principal Place** is subject to those arrangements as may be for the time being in force whether stated in the notice of meeting or notified after the notice of meeting has been given.
- 60.4 For the purposes of these **Articles**, such a meeting is to be treated as being held and taking place at the **Principal Place**.

61. SECURITY

The Board or the chairman of the meeting may make any arrangement or impose any restriction or take any action it or he considers appropriate for the safety or proper and orderly conduct of the general meeting and for the promotion of the business of that meeting and including, without limitation, searching a **Person** and his property and restricting the items to be taken into the meeting place. If a **Person** refuses to comply (wholly or partly) with such an arrangement, restriction or action, the **Board** or the chairman of the meeting may refuse entry of that **Person** to a meeting or arrange for that **Person** to be removed from a meeting whether or not that **Person** is a **Member** or a duly appointed proxy or representative of a **Member**.

62. CHAIRMAN

The chairman (if any) of the **Board** or, in his absence, the deputy chairman (if any) or the vice chairman (if any) may preside as chairman at a general meeting. If there is no chairman, deputy chairman or vice chairman, or if at a meeting none of them is present within five minutes after the time appointed for holding the meeting, or if none of them is willing to act as chairman, the **Directors** present must choose one of their number to act. If only one **Director** is present and he is willing to act, he may preside as chairman. If no **Director** is present, or if none of the **Directors** present is willing to act as chairman, the **Members** present and entitled to vote must choose one of themselves to be chairman.

63. **QUORUM**

No business may be transacted at a general meeting unless a quorum of **Members** is present, but the absence of a quorum does not prevent the appointment of a chairman, which is not treated as part of the business of a meeting. Except as otherwise provided in these **Articles**, two persons present, each of whom is a **Member** or a proxy for a **Member** or a representative, appointed in accordance with the **Statutes** or article 87, of a corporation which is a **Member**, is a quorum for all purposes, unless each such person is a proxy for the same **Member** or a representative for the same corporation (and neither of them is also present at the meeting in his capacity as a different **Member** or a properly appointed proxy or representative for a different **Member**).

64. **ADJOURNMENT OR DISSOLUTION FOR LACK OF QUORUM**

If within 30 minutes from the time appointed for a general meeting a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of or by **Members**, is dissolved. In any other case, it stands adjourned to the day 10 Clear Days' later, or, if that day is not a working day, the next day thereafter that is a working day, at the same time and place, or to such other day and at such time and place as the **Board** may decide. If at an adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the meeting is dissolved.

65. **ADJOURNMENT FOR OTHER REASONS**

65.1 The chairman of the meeting may with the consent of a meeting at which a quorum is present (and must, if so directed by the meeting) adjourn the meeting from time to time or for an indefinite period and from place to place.

65.2 In addition to his inherent power to adjourn a meeting for such reason as he thinks fit, the chairman of the meeting may, without the consent of the meeting, adjourn the meeting from time to time or for an indefinite period and from place to place if:

- (a) he considers there to be insufficient space for those present or entitled to be present to be accommodated or there is some other reason why they cannot adequately hear or participate in the meeting;
- (b) in his reasonable opinion it has become, or is likely to become, impracticable to conduct, or to continue to conduct, the business of the meeting in an orderly manner;
- (c) in his reasonable opinion, an adjournment is necessary to protect the safety of any **Person** attending the meeting; or
- (d) in his reasonable opinion, an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

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

65.4 If under these **Articles** a meeting is adjourned for 30 days or more, at least seven **Clear Days'** notice specifying the place, the date and the time of the adjourned meeting and the general nature of the business to be transacted must be given as in the case of the original meeting. Except in these circumstances, it is unnecessary to give notice of an adjournment or notice of the business to be transacted at an adjourned meeting.

65.5 The **Board** must fix the place, the date and the time of an adjourned meeting if the original meeting has been adjourned indefinitely.

66. **AMENDMENTS TO RESOLUTIONS AND OTHER MATTERS**

66.1 If the chairman of the meeting in good faith rules an amendment proposed to a resolution under consideration out of order, any error in that ruling does not affect the validity of a vote on the original resolution. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon.

66.2 No amendment to a resolution to be proposed as a special resolution at a general meeting may be considered or voted on unless:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the original resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or clerical error and does not depart from the substance of the original resolution.

66.3 No amendment to a resolution to be proposed as an ordinary resolution at a general meeting may be considered or voted on unless:

- (a) notice of that amendment is sent to the **Company** not less than 48 hours before the meeting is to take place; or
- (b) in the absence of such a notice, the chairman of the meeting in his absolute discretion decides that the amendment may be considered and voted on,

and the proposed amendment does not, in the opinion of the chairman of the meeting, acting in good faith, alter the effect or the scope of the original resolution to a major degree.

66.4 The decision of the **Board** or the chairman of the meeting made in good faith on matters of procedure or which arise incidentally from the business of the meeting, and as to whether a matter is of such a nature, is final.

67. **METHOD OF VOTING**

A resolution put to the vote of a general meeting must be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded in accordance with these Articles.

68. **CHAIRMAN'S DECLARATION ON A RESULT OF A SHOW OF HANDS**

Unless a poll is demanded, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the **Company** is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

69. **RIGHT TO DEMAND A POLL**

69.1 Subject to article 69.2, a poll may be demanded by:

- (a) the chairman of the meeting;
- (b) at least five **Members** present at the meeting and entitled to vote on the resolution;
- (c) a **Member** or **Members** present at the meeting and representing not less than one-tenth of the total voting rights of all the **Members** having the right to vote on the resolution (calculated excluding any voting rights attached to any shares held as treasury shares); or

- (d) a **Member** or **Members** present at the meeting and 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 (calculated excluding any shares conferring a right to vote on the resolution held as treasury shares).

69.2 The appointment of a proxy to vote on a matter at a meeting of the **Company** authorises the proxy to demand, or join in demanding, a poll on that matter. For the purposes of article 69.1, a demand by a proxy counts:

- (a) for the purposes of article 69.1(b) as a demand by the **Member**;
- (b) for the purposes of article 69.1(c) as a demand by a **Member** representing the voting rights that the proxy is authorised to exercise; and
- (c) for the purposes of article 69.1(d) as a demand by a **Member** holding the shares to which those rights are attached.

70. **ERRORS IN COUNTING VOTES**

If at a meeting a vote is counted which ought not to have been counted, or might have been rejected, or if at a meeting a vote has not been counted which ought to have been counted, the error does not vitiate the result of the voting unless:

- (a) it is pointed out at that meeting (but not at an adjournment of that meeting); and
- (b) in the opinion of the chairman of the meeting it is of sufficient magnitude or significance to vitiate the result of the voting.

71. **WHEN A POLL HAS TO BE TAKEN AND NOTICE OF A POLL**

A validly demanded poll on the election of a chairman of the meeting or on a question of adjournment must be taken forthwith. A validly demanded poll on any other question must be taken forthwith or at such later time and place as the chairman of the meeting decides not being more than 30 days from the date of the meeting or adjourned meeting at which the poll is demanded. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting in respect of which it is demanded. In any other case, at least seven **Clear Days'** notice must be given specifying the time and place at which the poll is to be taken.

72. **MANNER OF TAKING A POLL**

The chairman of the meeting must decide the manner in which a poll is to be taken (including, without limitation, the use of ballot or voting papers). The chairman of the meeting may, in the event of a poll, appoint scrutineers (who need not be **Members**) and may adjourn the meeting to a place and time fixed by him for the purpose of declaring the result of the poll. The result of a poll is deemed to be the resolution of the meeting at which the poll is demanded.

73. **CONTINUANCE OF OTHER BUSINESS**

The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

74. **DEMAND FOR A POLL MAY BE WITHDRAWN**

A demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman of the meeting. A demand so withdrawn does not invalidate the result of a

show of hands declared before the demand was made. If a demand for a poll is so withdrawn:

- (a) before the result of a show of hands is declared, the meeting may continue as if the demand had not been made; or
- (b) after a result of a show of hands is declared, the chairman of the meeting or other **Member** or **Members** so entitled may demand a poll.

75. **PUBLICATION OF RESULTS OF POLL**

If required by the **Statutes**, the **Company** must ensure that the results of a poll taken at a general meeting are made available on a website maintained by or on behalf of the **Company** in accordance with the **Statutes**.

C. **VOTES**

76. **VOTING RIGHTS**

Subject to any rights or restrictions as to voting attached to any shares:

- (a) on a vote on a resolution on a show of hands at a general meeting:
 - (i) each **Member** who (being an individual) is present in person has one vote;
 - (ii) each duly authorised representative of a corporation (which is a **Member**) who is present has the same voting rights as the corporation would be entitled to;
 - (iii) subject to article 76(a)(iv), each proxy present who has been properly appointed by one or more **Members** who is entitled to vote on the resolution has one vote; and
 - (iv) each proxy present who has been properly appointed by more than one **Member** entitled to vote on the resolution has one vote for and one against the resolution, and
- (b) on a vote on a resolution on a poll taken at a general meeting each **Member** who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy has one vote for each share held by him.

77. **VOTING BY JOINT HOLDERS**

In the case of joint **Holders** of a share, the vote of the senior who tenders a vote, whether in person or by proxy, must be accepted to the exclusion of the votes of the other joint **Holders**. For this purpose, seniority is decided by the order in which the names stand in the **Register** in respect of the share.

78. **MEMBER OF UNSOUND MIND**

A **Member** who is a patient for any purpose of any statute relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of **Persons** incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis or other **Person** appointed by that court. That committee, receiver, curator bonis or other **Person** may vote by proxy. The right to vote is exercisable only if evidence satisfactory to the **Board** of the authority of the **Person** claiming to vote is received by the **Company** not later than the last time by which appointments of proxy should have been

received in order to be valid for use at the meeting, adjourned meeting or poll at which that **Person** claims to vote.

79. **OBJECTIONS TO THE QUALIFICATION OF A VOTER**

An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the vote objected to is given or tendered. An objection must be referred to the chairman of the meeting, whose decision is final and conclusive. Each vote not disallowed at that meeting is valid for all purposes.

80. **VOTING ON A POLL**

On a poll, votes may be given personally, by corporate representative or by proxy. On a poll, 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.

81. **APPOINTMENT OF A PROXY**

81.1 A **Member** may appoint another **Person** as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting of the **Company**.

81.2 The appointment of a proxy must be in writing (a "**Proxy Notice**").

81.3 The **Board** is entitled to require that a **Proxy Notice** must be in a particular form and is entitled to require different forms for different purposes.

81.4 A **Proxy Notice** in hard copy form must be signed by the appointing **Member** or his agent duly authorised in writing, or, if the appointing **Member** is a corporation, under its common seal or by a duly authorised agent or officer.

81.5 A **Proxy Notice** in electronic form must be authenticated in the manner that is determined from time to time by the **Board** for documents of that type which are sent or supplied in electronic form or (if the **Board** has not determined its requirements for the authentication of that type of document) in the manner indicated by the **Statutes** for documents or information sent or supplied in electronic form.

81.6 The **Company** or any **Person** acting on its behalf, may require reasonable evidence of the authority of any agent or officer that signs or authenticates a **Proxy Notice** on behalf of a **Member** to be submitted with the **Proxy Notice**. If a **Proxy Notice** is signed or authenticated under a power of attorney or other written authority, the **Company** or any **Person** acting on its behalf may require any written authority under which the appointment has been made, or a copy of that authority certified notarially or in some other way approved by or on behalf of the **Board** to be submitted with the **Proxy Notice**.

81.7 The **Company** is under no obligation to check that a proxy exercises the votes of a **Member** at all or in accordance with their instructions.

82. **IDENTITY AND NUMBER OF PROXIES**

82.1 A proxy need not be a **Member**.

82.2 A **Member** holding more than one share may appoint more than one proxy in relation to the same meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the appointing **Member**.

82.3 If more than one proxy is appointed, a **Proxy Notice** must specify the whole number of shares in respect of which a proxy appointed in that **Proxy Notice** is entitled to act on behalf of the appointing **Member**. If the **Company** receives more than one appointment of a proxy in respect of the same share or shares, the appointment received last revokes

each earlier appointment unless the **Company** decides that a different method for deciding which appointment or appointments is valid is more appropriate. The **Company's** decision as to which appointment or appointments is valid is final.

- 82.4 If more than one proxy is appointed by a **Member**, a proxy appointed by that **Member** need not, if he votes, use his votes in the same way as another proxy appointed by that **Member**.

83. **VALID DELIVERY OF PROXY FORMS**

- 83.1 A **Proxy Notice** and any evidence required by the **Board** to be supplied with it in accordance with article 81.6 may be delivered:

- (a) in hard copy form; or
- (b) if the **Company** agrees (or is deemed by the **2006 Act** to have agreed), in electronic form, but then only in the type of electronic form that the **Company** has agreed to (or is deemed by the **2006 Act** to have agreed to).

- 83.2 A proxy appointment relating to a meeting is only valid if the **Proxy Notice** and any evidence required to be supplied with it in accordance with article 81.6 is received:

- (a) in the case of documents in hard copy form:
 - (i) at such place within the United Kingdom as is specified for the receipt of **Proxy Notices** in the notice of meeting or in the form of **Proxy Notice** issued by the **Company** in relation to the meeting or if no such place is specified, at the **Office**; or
 - (ii) in the case only of a **Proxy Notice** submitted pursuant to article 83.2(c)(iii), at the place of the relevant meeting into the hands of the chairman of the meeting or the **Secretary**; or
- (b) in the case of documents in electronic form to any other address specified by or on behalf of the **Company** for the purpose of receiving the appointment of a proxy in electronic form (subject to any limitations specified by the **Company** when providing the address) in:
 - (i) the notice convening the meeting;
 - (ii) any form of **Proxy Notice** issued by the **Company** in relation to the meeting; or
 - (iii) the invitation to appoint a proxy issued by the **Company** in relation to the meeting; and
- (c) in each case specified in article 83.2 (but subject to article 83.3):
 - (i) not less than 48 hours (or such shorter time as the **Board** may determine) before the time appointed for holding the meeting or adjourned meeting at which the **Person** named in the **Proxy Notice** proposes to vote;
 - (ii) in the case of a poll taken more than 48 hours after it was demanded, not less than 24 hours (or such shorter time as the **Board** may determine) before the time appointed for the taking of the poll; or
 - (iii) in the case of a poll taken following the conclusion of the meeting or adjourned meeting at which it was demanded but 48 hours or less after it

was demanded, before the end of the meeting at which it was demanded (or such later time as the **Board** may determine).

- 83.3 The **Company** may specify (in the notice convening the meeting or in the form of **Proxy Notice** issued by the **Company** or otherwise) the latest time before a particular meeting, adjourned meeting or poll (as the case may be) by which a **Proxy Notice** must be received in order to be valid, and in calculating the 48 hour or 24 hour periods referred to in article 83.2(c)(i) and 83.2(c)(ii) for such purpose, the **Board** is entitled to take into account only hours that fall in a working day, such that the latest time before a particular meeting, adjourned meeting or poll (as the case may be) by which a **Proxy Notice** must be received in order to be valid may be greater than 48 hours or 24 hours (as the case may be).

84. **SCOPE OF PROXY APPOINTMENT**

- 84.1 Unless the **Proxy Notice** provides to the contrary, the appointment of a proxy in relation to a meeting is deemed to:

- (a) include the right for the proxy to speak at the meeting;
- (b) include the right for the proxy to vote or abstain from voting, either on a show of hands or on a poll, including the power to vote as the proxy decides on:
 - (i) any amendment of a resolution put to the meeting;
 - (ii) any procedural motion or resolution put to the meeting; and
 - (iii) any other business put to the meeting which may properly come before the meeting; and
- (c) be valid for any adjournment of the meeting to which it relates.

- 84.2 A **Proxy Notice** which relates to more than one meeting (including, an adjournment of a meeting) and has been received in accordance with these **Articles** for the purpose of any meeting, is not required to be received again for the purposes of any subsequent meeting to which it relates.

- 84.3 The appointment of a proxy does not prevent a **Member** from attending and voting in person at the meeting to which the **Proxy Notice** relates. However, if the **Member** votes in person on a resolution, then as regards that resolution, his appointment of a proxy will not be valid insofar as it relates to the exercise of voting rights attached to the same shares in respect of which the **Member** has voted in person.

- 84.4 An appointment of a proxy is invalid after the expiration of 12 months from the date of appointment of the proxy, except at an adjournment of a meeting which was originally held within 12 months from that date or on a poll demanded at a meeting or an adjourned meeting which was originally held within 12 months from that date.

85. **BOARD TO SEND OUT FORM OF PROXY NOTICE TO ALL MEMBERS**

- 85.1 The **Board** must, while any of the **Company's** shares are admitted to the Official List, and otherwise may, at the **Company's** expense, send to each **Member** entitled to be sent notice of a meeting and to vote at it, a form to appoint a proxy for use at a general meeting.

- 85.2 A form of **Proxy Notice** sent to each **Member** pursuant to article 85.1:

- (a) must provide for three-way voting on all resolutions to be proposed at the meeting to which it relates, other than resolutions relating to the procedure of the meeting;

- (b) must provide a space for insertion of the name of the **Member's** choice of proxy (and confirm that a **Member** is entitled to appoint a proxy of his own choice), but may also nominate in the alternative any one or more of the **Directors** or another **Person**; and
- (c) if it is sent in hard copy form by post, may be sent with provision for its return pre-paid.

85.3 If for the purpose of a general meeting, invitations to appoint a proxy are issued at the **Company's** expense, those invitations must be sent to all (and not to some only) of the **Members** entitled to be sent a notice of the meeting and to vote at it by proxy (although they need not all be sent by the same means). The accidental omission to give such an invitation to, or the non-receipt of that invitation by, a **Member** entitled to attend and vote at a meeting does not invalidate the proceedings of that meeting.

86. **WHEN VOTES BY PROXY VALID ALTHOUGH AUTHORITY REVOKED**

86.1 A vote given in accordance with the terms of a **Proxy Notice**, a demand for a poll by a proxy and the inclusion of a proxy in determining whether there is a quorum at a meeting is valid even though:

- (a) the **Member** who appointed the proxy dies or is of unsound mind;
- (b) the **Proxy Notice** is revoked; or
- (c) the authority under which the **Proxy Notice** was executed on behalf of the **Member** is revoked.

86.2 The provisions in article 86.1 do not apply, and the authority of a **Person** to act as a proxy is terminated if the **Company** receives notice of the death, mental condition or revocation of the **Proxy Notice** or other authority not later than the last time by which the **Proxy Notice** should have been received in order to be valid for use at the meeting, adjourned meeting or poll (as the case may be) at which the proxy purports to act.

86.3 In order to be valid, the notification referred to in article 86.2 ("**Notice of Termination of Proxy**") must be in writing and:

- (a) in the case of a **Notice of Termination of Proxy** in hard copy form, be received at the **Office** or at such other place within the **United Kingdom** as is specified for the receipt of **Proxy Notices** in the notice of the meeting or adjourned meeting to which the appointment relates; or
- (b) in the case of a **Notice of Termination of Proxy** in electronic form, be received at any address specified by or on behalf of the **Company** for the purpose of receiving the appointment of a proxy in electronic form (subject to any limitations specified by the **Company** when providing the address) in:
 - (i) the notice convening the meeting;
 - (ii) any form of **Proxy Notice** issued by the **Company** in relation to the meeting; or
 - (iii) the invitation to appoint a proxy issued by the **Company** in relation to the meeting.

87. **A CORPORATE MEMBER MAY APPOINT A REPRESENTATIVE**

A corporation which is a **Member** may, by a resolution of its directors or other governing body, authorise one or more individuals to act (subject to the **Statutes**) as its

representative or representatives at a meeting of the **Company**. The **Company**, or any **Person** acting on its behalf, may require evidence of the authority of a representative to act to be submitted, in such form as the **Company** may from time to time approve, before permitting that representative to exercise his powers.

88. **DIRECTORS ENTITLED TO ATTEND AND SPEAK AT GENERAL MEETINGS**

88.1 Each **Director** (or failing him, any **Alternate Director** appointed by him) may attend and speak at any general meeting.

88.2 The chairman of any general meeting may invite any **Person** to attend and speak at such general meeting whom he considers has knowledge or experience of the **Company's** business to assist in the deliberations of the meeting.

IV. **DIRECTORS**

A. **NUMBER, APPOINTMENT, RETIREMENT, REMOVAL AND VACATION OF OFFICE OF DIRECTORS**

89. **NUMBER OF DIRECTORS**

The number of **Directors** (not including **Alternate Directors**) may not be less than two but shall not be subject to any maximum number.

90. **ABILITY OF MEMBERS TO APPOINT DIRECTORS**

Subject to these **Articles**, the **Company** may from time to time by ordinary resolution appoint a **Person** to be a **Director** to fill a casual vacancy or as an additional **Director**.

91. **ABILITY OF BOARD TO APPOINT DIRECTORS**

The **Board** may from time to time appoint a person to be a **Director** to fill a casual vacancy or as an additional **Director**. Subject to these **Articles**, a **Director** so appointed holds office until the next annual general meeting and then is eligible for re-appointment.

92. **DIRECTORS TO RETIRE AT ANNUAL GENERAL MEETING**

92.1 At each annual general meeting, each **Director** who:

- (a) was appointed by the Board since the last annual general meeting pursuant to article 91;
- (b) was appointed or last re-appointed (or is treated by virtue of the **Statutes** as if he had been so appointed) at or before the annual general meeting held in the calendar year which is three years before the current year; or
- (c) being a **Non-executive Director**, has held office with the **Company** for a continuous period of nine years or more as at the date of the meeting,

must retire from office.

92.2 If a **Director** who retires at an annual general meeting in accordance with article 92.1 is not re-appointed, he retains office until the end of the meeting or (if earlier) when a resolution is passed to appoint another **Person** to be a **Director** in his place or when a resolution to re-appoint the **Director** is put to the meeting and lost.

93. **RE-APPOINTMENT OF A RETIRING DIRECTOR**

93.1 A **Director** who retires at an annual general meeting in accordance with article 92.1 is eligible for re-appointment. If he is re-appointed at the same annual general meeting, he continues in office without a break.

- 93.2 The **Company** at a general meeting may by ordinary resolution fill the vacancy caused by a **Director** retiring in accordance with these **Articles** by appointing the retiring **Director** or (subject to the **Statutes** and these **Articles**) another **Person**.
94. **EACH RE-APPOINTMENT TO BE VOTED ON SEPARATELY**
- At a general meeting, a motion for the appointment of two or more **Persons** as **Directors** by a single resolution may only be made if a resolution that it is to be made has first been agreed by the meeting without any vote being given against it.
95. **ELIGIBILITY FOR APPOINTMENT AS A DIRECTOR AT A GENERAL MEETING**
- 95.1 Only the following **Persons** are eligible for appointment as a **Director** at a general meeting:
- (a) a **Director** retiring at that general meeting in accordance with article 92.1;
 - (b) a **Person** recommended by the **Board** for appointment as a **Director**; or
 - (c) a **Person** who has been proposed in accordance with article 95.2 and who is willing to be appointed.
- 95.2 A **Member** who is qualified to attend and vote on a resolution to appoint a **Director** at a forthcoming general meeting may propose a **Person** (other than himself) to be appointed as a **Director** provided that at least 14 days but not more than 42 days before the day appointed for the general meeting, the **Company** has received from the **Member**:
- (a) written notice of his intention to propose the **Person** as a **Director** at the general meeting, including the particulars which would, if the **Person** were appointed, be required to be included in the **Company's** register of directors and register of directors' residential addresses; and
 - (b) written confirmation from the **Person** to be proposed confirming his willingness to be appointed as a **Director**.
96. **SHARE QUALIFICATION OF DIRECTORS**
- Neither a **Director** nor an **Alternate Director** is required to hold any shares as a qualification to being a **Director** or **Alternate Director**.
97. **REMOVING A DIRECTOR BY ORDINARY RESOLUTION**
- In accordance with the **Statutes**, the **Company** may pass an ordinary resolution to remove a **Director**, even though his term of office has not yet ended and despite the provisions in any agreement between the **Company** and the **Director**.
98. **REMOVING A DIRECTOR BY NOTICE FROM CO-DIRECTORS**
- A **Director** will cease to be a **Director** upon being given written notice to resign signed by all his co-**Directors**. Subject to article 118.3, the notice may be signed by an **Alternate Director** instead of the **Director** who appointed the **Alternate Director** and may consist of several documents in the same form signed by one or more **Directors**.
99. **OTHER CIRCUMSTANCES IN WHICH A DIRECTOR CEASES TO HOLD OFFICE**
- 99.1 A **Director** ceases to be a **Director** as soon as:
- (a) he becomes prohibited by law from acting as a director or he ceases to be a **Director** by virtue of these **Articles**;

- (b) not being an executive **Director** holding that office for a fixed term, he resigns by notice and that notice is given to the **Board** or if he tenders his resignation (orally or by notice) and the **Board** resolves to accept it;
- (c) the term of his office expires if he was appointed for a fixed term and is not re-appointed;
- (d) the agreement or arrangement for the provision of his services to the **Company** is terminated in accordance with article 102.1;
- (e) he becomes bankrupt, an interim order is made in respect of him, he enters into an arrangement or composition with his creditors generally or he is unable to pay his debts within the meaning of section 268 of the Insolvency Act 1986 or pursuant to any similar legislation in any other jurisdiction;
- (f) a registered medical practitioner gives a written opinion to the **Company** that he has become mentally incapable of acting as a **Director** and may remain so for more than three months or he becomes a patient for the purposes of any statute relating to mental health and, in each case, the **Board** resolves that his office is vacated;
- (g) an order is made by a court of competent jurisdiction on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian, receiver or other **Person** to exercise powers with respect to his property or affairs; or
- (h) he and the **Alternate Director** appointed by him (if any) are absent from meetings of the **Board** for six consecutive months and the **Board** resolves that his office be vacated.

100. **EFFECT OF VACATION OF OFFICE**

- 100.1 When a **Director** ceases to be a **Director** for any reason, he automatically ceases to be a member of any committee or subcommittee of the **Directors**.
- 100.2 Removal from office under these **Articles** does not deprive a **Person** of any right to claim compensation or damages in respect of the termination of his appointment as a **Director** or of any appointment with the **Company** which terminates on his ceasing to be a **Director**.

B. **TYPES OF DIRECTORS AND THEIR REMUNERATION**

101. **EXECUTIVE DIRECTORS AND INDEPENDENT DIRECTORS**

- 101.1 The **Board** may from time to time appoint any one or more of the **Directors** to any executive office that it decides. So far as the **Statutes** allow, the **Board** may decide on the period and on the terms (including remuneration) of any appointment of this kind. Subject to the provisions of any contract between the **Director** so appointed and the **Company**, the **Board** may revoke that appointment or vary the terms of it.
- 101.2 The **Board** and every committee of the **Board** shall at all times contain a majority by number of **Independent Directors**.
- 101.3 The requirement for a particular **Director** to retire by rotation under article 92 is subject to article 101.2.

102. **NON-EXECUTIVE DIRECTORS**

102.1 Subject to the **Statutes**, the **Board** may enter into an agreement or arrangement with a **Director** who does not hold executive office pursuant to article 101 (a "**Non-executive Director**"), for the provision of his services to the **Company** and may vary and terminate such an agreement or arrangement in accordance with its terms. Subject to article 102.2, an agreement or arrangement of this kind may be made on such terms as the **Board** decides. Without prejudice to the other provisions of these **Articles** dealing with the circumstances in which a **Director** ceases to hold office, a **Non-executive Director** ceases to be a **Director** of the **Company** upon the termination of his appointment in accordance with the terms of such agreement or arrangement with the **Company** as is referred to in this article 102.1.

102.2 A **Non-executive Director** is entitled to be paid a fee for his services as a **Director**. The **Board** is entitled to decide on the amount of the fee and the manner and timing of its payment, provided that the total amount of the fees paid to all of the **Non-executive Directors** (excluding any remuneration for special or additional services paid pursuant to article 103) must not exceed:

- (a) £500,000 in each year; or
- (b) any higher amount decided by the **Company** by ordinary resolution.

102.3 The fees are to be divided amongst the **Non-executive Directors** in such proportions as the **Board** decides. If they fail to decide, the fees will be shared equally by the **Non-executive Directors**, except that any **Non-executive Director** who held office only for part of the period covered by the fee is entitled only to a pro rata share of the fee and for these purposes, the fee is deemed to accrue daily.

102.4 The **Board** and a **Non-executive Director** may agree that any fee payable to the **Non-executive Director** pursuant to this article may consist (wholly or partly) of payments by way of pension contributions or premiums to secure pension benefits, whether pursuant to a pension scheme or otherwise.

103. **REMUNERATION FOR SPECIAL OR ADDITIONAL SERVICES**

The **Board** may decide to pay extra remuneration (whether by way of salary, commission, percentage of profits or otherwise) in addition to that payable under articles 101 or 102, to a **Director** (whether holding an executive or non executive office) who:

- (a) serves on a committee, acts as chairman or deputy chairman, devotes special attention to the **Company's** business or who otherwise performs services which the **Board** decides are outside the scope of his ordinary duties; or
- (b) goes or resides abroad in connection with the **Company's** business.

104. **EXPENSES**

In addition to any remuneration payable under articles 101 to 103, a **Director** may be paid such reasonable travelling, hotel and other expenses as he properly incurs in connection with the discharge of his duties including, without limitation, attending or returning from meetings of the **Board**, committees of the **Board** or general meetings.

C. **DECISION MAKING BY DIRECTORS**

105. **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

Unless the **Board** delegates its powers in accordance with these **Articles**, any decisions of the **Directors** must be taken:

- (a) at a **Board** meeting; or
- (b) in the form of a **Directors'** written resolution.

106. **MEETINGS OF THE BOARD**

- 106.1 The **Board** may meet for the despatch of its business, adjourn and otherwise regulate meetings as it decides.

107. **CALLING A BOARD MEETING**

- 107.1 Any **Director** may, at any time, summon a meeting of the **Board**. The **Secretary** must summon a meeting of the **Board** if a **Director** requests it.
- 107.2 A meeting of the **Board** is called by giving notice of the meeting to the **Directors**.
- 107.3 A **Director**, who has given the **Company** an address (in or outside the **United Kingdom**) at which notices may be given to him, is entitled to be given notice of all meetings of the **Board**. A **Director** may prospectively or retrospectively waive the right to receive notice of a meeting of the **Board**.
- 107.4 Notice of a **Board** meeting must be given to each **Director** who is entitled to receive such notices, but the notice need not be given in writing.

108. **QUORUM**

- 108.1 The **Directors** may fix the quorum for the transaction of the business of the **Board**, but it may not be less than two. If no other quorum is fixed, the quorum for every meeting of the **Board** and every committee of the **Board** shall be two **Directors** of whom at least one shall be an **Independent Director**.
- 108.2 A meeting of the **Board** at which a quorum is present may exercise all the powers and discretions for the time being exercisable by the **Board**.
- 108.3 No **Director** who is not an **Independent Director** shall (i) vote on any resolution proposed at any meeting of the **Board** or committee of the **Board** in connection with any business concerning, directly or indirectly, any **Controlling Shareholder** or any connected person to that **Member** as defined in section 839 Income and Corporation Taxes Act 1988 or (ii) count in the quorum for the transaction of business at such meeting.
- 108.4 A **Person** attending a meeting of the **Board**, who is acting as an **Alternate Director** is counted in the quorum only if the **Director** appointing him is not present. A **Person** who is acting as an **Alternate Director** for a **Director** who is not present must be counted only once for the purposes of counting the quorum, even if he is acting as an **Alternate Director** for more than one **Director** or is also a **Director**.

109. **VOTING AT A BOARD MEETING**

- 109.1 Questions arising at a meeting are decided by a majority of votes. Subject to the **Statutes** and these **Articles**:
- (a) each **Director** participating in a decision has one vote;
 - (b) a **Director** who is also an **Alternate Director** is entitled, in the absence of the **Director** appointing him, to a separate vote on behalf of the **Director** appointing him in addition to his own vote and
 - (c) in the case of an equality of votes, the chairman of the meeting does not have a second, casting vote.

- 109.2 If the number of **Independent Directors** voting on a particular question does not exceed the number of non-**Independent Directors** so voting, the number of votes to be cast by each of the non-**Independent Directors** shall be reduced pro rata so that, taken together, their votes shall be one less than the number to be cast by the **Independent Directors**.

110. **CONFERENCE MEETINGS**

- 110.1 A meeting of the **Board** may consist of a conference between **Directors** some or all of whom are in different places if each **Director** who participates is able:

- (a) to hear each of the other participating **Directors** addressing the meeting; and
- (b) if the **Director** so wishes, to address all of the other participating **Directors** simultaneously,

whether directly, by conference telephone, video-conference facility or any other form of communications equipment or by a combination of these methods.

- 110.2 Each **Director** who participates in a meeting in the manner described in article 110.1 is deemed to be present at that meeting, including for the purposes of calculating the quorum.

- 110.3 A meeting held in the way described in article 110.1 is deemed to take place at the place where the largest group of participating **Directors** is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

111. **RESTRICTED POWER OF DIRECTORS IF NUMBER FALLS BELOW PRESCRIBED MINIMUM**

The continuing **Directors** or a sole continuing **Director** may act notwithstanding a vacancy in their body. However, if and for so long as the number of **Directors** is reduced below the minimum number of **Directors** required by these **Articles** (including any change to that number approved by an ordinary resolution of shareholders) or the number fixed as the quorum necessary for the transaction of the business of the **Board** (if different), the continuing **Directors** or **Director** may only act for the purpose of filling vacancies in their body or of summoning general meetings of the **Company**. If the continuing **Directors** or **Director** are unable or unwilling to act in accordance with this article, any two or more **Members** may call a general meeting (or instruct the **Secretary** to do so) for the purpose of appointing **Directors**.

112. **CHAIRMAN OF THE BOARD**

The **Directors** may from time to time elect and remove a chairman or one or more deputy chairmen (or vice chairmen) of their meetings and decide the period for which they are respectively to hold office. The chairman or, in his absence, a deputy chairman (or vice chairman) must preside at all meetings of the **Board**. If there is no chairman or deputy chairman (or vice chairman) or if at a meeting neither the chairman nor a deputy chairman (or vice chairman) is present within 15 minutes after the time appointed for holding the meeting, the **Directors** present may choose one of their number to be chairman of the meeting.

113. **DIRECTORS' WRITTEN RESOLUTIONS**

- 113.1 If:

- (a) each **Director** for the time being entitled to receive notice of a meeting of the **Board** and together not being less than a quorum agrees to the passing of a resolution; and
- (b) the agreement of the **Director** is contained in:

- (i) a document sent in electronic form of a type that the **Board** decides may be used in relation to this article and which complies with each requirement (including, without limitation, those as to authentication) that the **Board** has determined for documents of that type that are sent in electronic form; or
- (ii) a copy of the proposed written resolution in hard copy form, signed by the **Director**,

that resolution is as effective as a resolution passed at a meeting of the **Board** duly convened and held.

113.2 For the purposes of article 113.1(b)(ii):

- (a) the agreement of the **Directors** may be contained in several documents in the same form each signed by one or more of the **Directors**; and
- (b) a signature may be affixed to a hard copy of the document and the signed document is valid if the **Company** receives the original signed document in hard copy form or a copy sent using electronic means.

113.3 For the purposes of article 113.1:

- (a) a **Director** who is not entitled to vote on a resolution of the **Board** in accordance with the provisions of the **Statutes** or these **Articles** is not required to agree to the passing of the resolution in order for it to be effective; and
- (b) an **Alternate Director** need not agree to the passing of a resolution if the **Director** appointing him has agreed to its passing and if an **Alternate Director** has properly agreed to the passing of a resolution, the **Director** appointing him need not agree to its passing.

113.4 A written resolution of the **Directors** will be valid at the time the last **Director** who is required to agree in order for it to become effective signs or otherwise agrees to it in accordance with this article 113.

114. PROCEEDINGS OF COMMITTEES AND LOCAL BOARDS

The provisions of these **Articles** regulating the meetings, proceedings and decision making of the **Board** also apply to the meetings, proceedings and decision making of a committee or local board appointed pursuant to article 127.1 so far as they are relevant and are not superseded by any regulations made by the **Board** under article 127.4.

115. VALIDITY OF ACTS OF THE BOARD, COMMITTEES AND LOCAL BOARDS

Each act done in good faith by a meeting of the **Board**, a committee of the **Board**, a local board or a **Person** acting as a **Director**, even if it is afterwards discovered that there was a defect in his appointment as a **Director**, or that the **Person** was disqualified from holding office, or had vacated office, or was not entitled to vote, is as valid as if the **Person** had been duly appointed and was qualified and had continued to be a **Director** and had been entitled to vote.

116. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these **Articles**, the **Directors** may make any rule that they think fit about how the **Directors** take decisions and about how such rules are to be recorded or communicated to **Directors**.

D. ALTERNATE DIRECTORS

117. **APPOINTMENT**

- 117.1 An **Alternate Director** is a **Person** (who may be another **Director**) appointed by a **Director** to exercise the powers and carry out the responsibilities of that appointing **Director** in relation to the taking of decisions by the **Directors**.
- 117.2 A **Director** wishing to appoint an **Alternate Director** must give the **Company** notice of the proposed appointment, signed by the appointing **Director**. The appointment of an **Alternate Director** takes effect upon such a notice being received by the **Company**, unless the proposed **Alternate Director** is not a **Director**, in which case, the appointment takes effect when his appointment has been approved by the **Board**.
- 117.3 Where an **Alternate Director** is appointed by an **Independent Director**, the **Alternate Director** will only be considered as an **Independent Director** for the purposes of these **Articles** if the **Alternate Director** is not a person who is a connected person (as defined in section 839 Income and Corporate Taxes Act 1988) of a **Controlling Shareholder**.

118. **RIGHTS AND RESPONSIBILITIES OF AN ALTERNATE DIRECTOR**

- 118.1 An **Alternate Director**, who has given the **Company** an address (in or outside the **United Kingdom**) at which notices may be given to him, is entitled to be sent notices of all meetings of the **Board** and (unless the terms of his notice of appointment provide otherwise) all committees of the **Board** of which the **Director** appointing him is a member.
- 118.2 If the **Director** appointing the **Alternate Director** is not present at a meeting of a type referred to in article 118.1, the **Alternate Director** is entitled to attend and vote as a **Director** at that meeting and to have and exercise all the powers, rights, duties and authorities of that **Director** at that meeting. If he is himself a **Director** or attends a meeting as an **Alternate Director** for more than one **Director**, he has one vote for each **Director** for whom he acts as an **Alternate Director**, in addition to his own vote as a **Director** (if any).
- 118.3 The signature of an **Alternate Director** to a written resolution of the **Directors** is as effective as the signature of the **Director** appointing him, unless the terms in his notice of his appointment provide otherwise.
- 118.4 Subject to the **Statutes**, an **Alternate Director** is entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be paid expenses and to be indemnified to the same extent as if he were a **Director**. Unless the **Company** or the **Board** otherwise resolves, an **Alternate Director** is not entitled to receive any fee from the **Company** for serving as an **Alternate Director**, except such part (if any) of the fee that would otherwise be paid to the **Director** appointing him as the appointing **Director** may direct by notice in writing to the **Company**.
- 118.5 An **Alternate Director** is an officer of the **Company**, but except to the extent set out in these **Articles**, an **Alternate Director** does not have the power to act as a **Director** and is not deemed to be a **Director** for the purposes of these **Articles**.
- 118.6 An **Alternate Director** is alone responsible to the **Company** for his acts and defaults and is not deemed to be the agent of the **Director** appointing him.

119. **TERMINATION OF APPOINTMENT OF ALTERNATE DIRECTOR**

- 119.1 The appointment of an **Alternate Director** terminates:
- (a) upon the passing of a unanimous decision of all the **Directors** (except the **Director** who appointed the **Alternate Director**) that the appointment should terminate;

- (b) when the **Company** receives notice signed by the **Director** appointing the **Alternate Director** that he revokes the appointment and such notice takes effect in accordance with its terms;
- (c) on the occurrence in relation to the **Alternate Director** of an event which, if it occurred in relation to the **Director** appointing the **Alternate Director**, would result in the termination of that appointing **Director's** appointment as a **Director**;
- (d) on the death of the **Director** appointing the **Alternate Director**; or
- (e) when the appointment of the **Director** appointing the **Alternate Director** terminates, except that an **Alternate Director's** appointment does not terminate when the **Director** appointing him retires at a general meeting but is then reappointed as a **Director** at the same general meeting.

E. INTERESTS OF DIRECTORS AND CONFLICT OF INTEREST

120. AUTHORISATION OF CONFLICTS OF INTEREST ARISING OTHER THAN IN RELATION TO TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

120.1 For the purposes of section 175 of the **2006 Act** (subject to that section coming into force), the **Board** may authorise any matter proposed to it relating to or arising out of a situation in which a **Director** (the "**Relevant Director**") has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the **Company** and which would, if not so authorised, involve a breach of duty by a **Director** under that section (a "**Relevant Conflict Situation**").

120.2 Any **Director** (including the **Relevant Director**) may propose that a **Relevant Conflict Situation** be authorised by the **Board** and any such proposal and authorisation shall be effected in the same way that any other matter may be proposed to and resolved upon by the **Board** in accordance with the provisions of these **Articles**, save that the **Relevant Director** and any other **Director** with a similar interest:

- (a) may not be counted as participating at the meeting or part of the meeting at which the authorisation is considered for the purposes of the quorum requirement;
- (b) may not vote on the matter, and if the **Director** in question or other interested **Director** does vote in contravention of this article, his vote may not be counted in determining whether the matter was agreed to; and
- (c) may, if the other **Directors** attending the meeting so decide, be excluded from the meeting while the **Relevant Conflict Situation** is under consideration.

120.3 Where the **Board** authorises a **Relevant Conflict Situation**:

- (a) the **Board** may make any such authorisation subject to any limits or conditions it expressly imposes, but such authorisation is otherwise given to the fullest extent permitted;
- (b) any limits or conditions of the type referred to in article 120.3(a) may be imposed at the time of giving the authority or may be made or varied at any time subsequently and may include:
 - (i) whether the **Relevant Director** may vote or be counted in the quorum at any future **Board** or other meeting at which the **Relevant Conflict Situation** is discussed; and
 - (ii) the exclusion of the **Relevant Director** from all information relating to, and discussion by the **Company** of, the **Relevant Conflict Situation**; and

(c) the **Board** may withdraw the authority at any time.

120.4 In authorising a **Relevant Conflict Situation**, the **Board** may decide that if a **Director** obtains or has obtained any information otherwise than as a **Director** of the **Company** and in respect of which he owes a duty of confidentiality to another **Person**, the **Director** is under no obligation to:

- (a) disclose any such information to the **Board** or to any **Director** or other officer or employee of the **Company**; or
- (b) use or apply any such information in performing his duties as a **Director**.

This article is without prejudice to any equitable principle or rule of law which may excuse the **Director** from disclosing information, in circumstances where disclosure would otherwise be required under this article.

120.5 For the purpose of these **Articles**, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interest.

121. **OTHER DIRECTORS' INTERESTS**

121.1 Subject to the **Statutes**, provided that he has declared the nature and extent of his interest in accordance with article 122 (to the extent that article 122 requires a declaration to be made):

- (a) a **Director** may hold any other office or place of profit under the **Company** in conjunction with his office of **Director** on such terms as to tenure of office, remuneration or otherwise as the **Board** decides;
- (b) a **Director** may act, directly or through a body corporate or firm in which he is (directly or indirectly) interested, in a professional capacity for the **Company** (other than as auditor) on such terms as to tenure of office, remuneration or otherwise as the **Board** decides;
- (c) a **Director** may be a party to or otherwise directly or indirectly interested in any other proposed or existing transaction or arrangement (whether or not constituting a contract) with, or entered into by, the **Company**;
- (d) a **Director** may continue to be or become a director (executive or non-executive), managing director, manager or other officer of, or employee or member of, or holder (directly or indirectly) of any other place of profit under, or act, directly or through a body corporate or firm in which he is (directly or indirectly) interested, in a professional capacity (other than as auditor) for, a body corporate or firm which the **Company** controls or in which it is (directly or indirectly) interested; and
- (e) a **Director** may be a party to or otherwise directly or indirectly interested in any other proposed or existing transaction or arrangement (whether or not constituting a contract) with, or entered into by any body corporate or firm in which the **Company** is (directly or indirectly) interested.

121.2 The **Board** may exercise the voting power conferred by the shares in a body corporate held or owned by the **Company**, or exercisable by the **Board** as directors of that other body corporate or where the **Company** is a director of that other body corporate, in such manner in all respects as it decides (including, without limitation, the exercise of the voting power in favour of a resolution appointing a member of the **Board** to be a director, managing director, manager or other officer or employee of, or holder of a place of profit under, that body corporate, or voting or providing for the payment of remuneration to the director, managing director, manager or other officer or employee of that body corporate).

Subject to articles 122 and 123, a **Director** may vote in favour of the exercise of those voting rights in the manner set out in this article, notwithstanding that he may be, or be about to be, appointed a director, managing director, manager or other officer or employee or member of, or the holder of a place of profit under, that body corporate, and as such is or may become interested in the exercise of those voting rights in that manner.

122. **DECLARATION OF INTEREST**

122.1 To the extent that disclosure of an interest in a contract, transaction or arrangement of a sort described in article 121 is required by the **Statutes**, the interested **Director** must declare the nature and extent of his interest to the other **Directors** in a manner and at such time or times as complies with the **Statutes**.

122.2 Where declaration of an interest in a contract, transaction or arrangement of a sort described in article 121 is not required by the **Statutes** because it does not constitute a proposed or existing contract, transaction or arrangement with, or entered into by, the **Company**:

- (a) the declaration must be made as soon as is reasonably practicable;
- (b) may be made:
 - (i) at a meeting of the **Directors**;
 - (ii) by a notice in writing sent to the other **Directors**; or
 - (iii) by a general notice given to the **Directors**, to the effect that he:
 - (1) has an interest (as member, officer, employee or otherwise) in a specified body corporate or firm and is to be regarded as interested in any transaction or arrangement that may, after the date of notice, be made with that body corporate or firm (and stating the nature and extent of the **Director's** interest in the specified body corporate or firm); or
 - (2) is **Connected** with a specified person (other than a body corporate or firm) and is to be regarded as interested in any transaction or arrangement that may, after the date of notice, be made with that person (and stating the nature of his connection with the specified person),

provided that the general notice is given at a meeting of the **Directors** or the **Director** takes reasonable steps to secure that it is brought up and read at the next meeting of the **Directors** after it is given.

122.3 A **Director** need not declare an interest under article 122.2:

- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
- (b) of which the **Director** is not aware or where the **Director** 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
- (c) 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);
- (d) if, or to the extent that, it concerns terms of a service contract that have been or are to be considered:

- (i) by a meeting of the **Directors**; or
- (ii) by a committee of the **Directors** appointed for the purpose under these **Articles**.

123. RESTRICTION ON VOTING

123.1 Except as provided in articles 123.2 and 123.3, a **Director** may not vote at a meeting of the **Board** in respect of a contract, transaction or arrangement of a sort described in article 121 in which the **Director** has an interest (whether direct or indirect) which may reasonably be regarded as likely to give rise to a conflict of interest. The **Director** may not be counted in the quorum present on a resolution in respect of such a contract, transaction or arrangement. If the **Director** votes in contravention of this article, his vote is not counted.

123.2 Subject to the provisions of the **Statutes** and these **Articles**, a **Director** may vote at a meeting of the **Board** (and be counted in the quorum present) on a resolution in respect of a contract, transaction or arrangement of a sort described in article 121 where a **Director's** interest arises solely because of one or more of the following matters:

- (a) his interest in shares, debentures or other securities of or otherwise in or through the **Company**;
- (b) a contract, transaction, arrangement or proposal concerning an offer of shares, debentures or other securities of the **Company** or any of its subsidiary undertakings in which offer the **Director** is or may be entitled to participate as holder of securities or in the underwriting or sub-underwriting of which the **Director** is to participate;
- (c) a contract, transaction, arrangement or proposal for giving the **Director** a security, guarantee or indemnity in respect of:
 - (i) money lent or obligations incurred, by him or by another **Person** at the request of, or for the benefit of, the **Company** or any of its subsidiary undertakings; or
 - (ii) a debt or obligation of the **Company** or any of its subsidiary undertakings for which the **Director** has assumed responsibility (wholly or partly) under a guarantee or indemnity or by the giving of security;
- (d) a contract, transaction, arrangement or proposal concerning any other body corporate or firm where the **Director** is interested solely by virtue of being directly or indirectly (whether through a **Person Connected** with the **Director** or otherwise and whether as an officer, creditor, shareholder or otherwise) interested in such other body corporate or firm provided that he and any **Person Connected** with him do not to his knowledge hold an interest in shares (as that term is defined in the **2006 Act** for the purposes of Part 22 of the **2006 Act**) representing 1% or more of the issued equity share capital (calculated excluding any shares held as treasury shares) of that body corporate or of another body corporate through which his interest is derived or of the voting rights available to members of either body corporate (calculated excluding any voting rights attached to any shares held as treasury shares);
- (e) a contract, transaction, arrangement or proposal concerning insurance which the **Company** proposes to maintain or purchase for the benefit of **Directors** or for the benefit of persons including the **Directors**; or

- (f) a contract, transaction, arrangement or proposal for the benefit of employees of the **Company** or any of its subsidiary undertakings (including, without limitation, an employees' share scheme) which does not award to the **Director** any privilege or benefit not generally awarded to the employees to whom the arrangement relates.

123.3 Subject to the **Statutes**, the **Company** may by ordinary resolution:

- (a) suspend or relax the provisions of this article to any extent, either generally or in respect of a particular matter; or
- (b) ratify any contract, transaction, arrangement or proposal not properly authorised because of a contravention of this article.

123.4 If a proposal is under consideration concerning the appointment (including, without limitation, fixing or varying the terms of appointment) of two or more **Directors** to offices with, or as employees of, the **Company** or a body corporate in which the **Company** is interested, the proposal may be divided and considered in relation to each **Director** separately. In such a case, each of the **Directors** concerned (unless debarred from voting for a reason that is not solely his proposed appointment) may vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

123.5 For the purposes of articles 121 to 123, an interest of a **Director** includes an interest of a **Person** who is **Connected** with the **Director**.

123.6 For the purposes of article 123:

- (a) an interest of an **Alternate Director** includes an interest of the **Director** who appointed him; and
- (b) an interest of which a **Director** has no knowledge and of which it is unreasonable to expect him to have knowledge is not to be treated as an interest of his.

124. **RULING ON DIRECTORS' INTEREST**

124.1 If a question arises at a meeting as to the entitlement of a **Director** to vote and the question is not resolved by his voluntarily agreeing to abstain from voting, the question must be referred to, in the case of a **Director** other than the chairman of the meeting, the chairman and, in the case of the chairman, the remainder of the **Board**. The chairman's ruling (or the **Board's** ruling in the case of the chairman) in relation to the **Director** is final and conclusive except if the nature or extent of the **Director's** interest has not been fairly disclosed.

125. **EFFECT OF COMPLIANCE WITH THESE ARTICLES**

125.1 The general duties which a **Director** owes to the **Company** by virtue of sections 171 to 177 of the **2006 Act** (or pending the coming into force of those sections of the **2006 Act**, by virtue of common law rules and equitable principles) will not be infringed by anything done (or omitted to be done) by a **Director**:

- (a) in compliance with any limits or conditions imposed by the **Board** pursuant to article 120.3;
- (b) in accordance with article 120.4;
- (c) in compliance with any other requirements or guidance of the **Board** made or issued from time to time relating to dealing with actual or potential conflicts of interest or duty.

125.2 A **Director** is not, by reason of his office (or the fiduciary relationship established by that office), accountable to the **Company** for any remuneration, profits, or other benefits derived by him:

- (a) from any **Relevant Conflict Situation** which has been authorised by the **Board** pursuant to article 120 (subject in any such case to any limits or conditions imposed by the **Board**); or
- (b) from any interest permitted under article 121,

and the acceptance of such remuneration, profits, or other benefits by a **Director** will not constitute a breach of that **Director's** duty under section 176 of the **2006 Act** (or, pending the coming into force of that section of the **2006 Act**, of the equivalent common law rules and equitable principles).

125.3 A transaction or arrangement which:

- (a) is authorised in accordance with article 120, or
- (b) is permitted in accordance with article 121,

is not liable to be avoided on the grounds of the **Director's** interest or any benefit deriving from it.

F. **DIRECTORS' POWERS AND RESPONSIBILITIES**

126. **BOARD TO MANAGE THE COMPANY'S BUSINESS**

The **Board** must manage the **Company's** business. The **Board** may exercise all the **Company's** powers that are not required by the **Statutes** or these **Articles** to be exercised in general meeting. The **Board** must exercise those powers in accordance with the **Statutes**, these **Articles** and any direction (whether or not inconsistent with these **Articles**) given by the **Company** by special resolution. Such a direction and any amendment of these **Articles** does not invalidate a prior act of the **Board** which would have been valid if the direction or amendment had not been given or made. The general powers given by this article are not limited or restricted by any special authority or power given to the **Board** by another article.

127. **DIRECTORS MAY DELEGATE**

127.1 The **Board** may delegate any of its powers, authorities or discretions:

- (a) to such persons (including one or more individuals or a committee or local board and whether or not including a **Director**);
- (b) by such means (including by power of attorney);
- (c) on such terms (including remuneration);
- (d) to such an extent;
- (e) in relation to such matters or territories; and
- (f) on such conditions or subject to such restrictions,

as it thinks fit.

127.2 Any delegation of the kind referred to in article 127.1 is, in the absence of express provision to the contrary in the terms of delegation, deemed to include authority to sub-

delegate to one or more **Directors** or to any employee or agent of the **Company**, all or any of the powers or discretions delegated.

127.3 The **Board** may revoke any delegation in whole or part, or alter its terms or remove any person from any group to which any of its powers, authorities or discretions are delegated under this article.

127.4 The **Board** may make regulations to govern the proceedings of any committee or local board to which any of its powers, authorities or discretions are delegated under this article.

127.5 The **Board's** power to delegate under this article is not limited by the fact that in certain provisions in these **Articles**, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the **Board** or a committee of the **Board**.

128. **BORROWING POWERS**

128.1 Subject to the following provisions of this article, the **Board** may exercise all the **Company's** powers:

- (a) to borrow money on such terms as the **Board** decides; and
- (b) for any purpose (including, without limitation, for the purpose of securing a sum of money borrowed or interest payable on that sum), to issue perpetual or redeemable debentures or other securities and to mortgage or charge all or part of the undertaking or property (present or future) or uncalled capital of the **Company**.

128.2 Any debentures or other securities may be issued on such terms that they are assignable free from any equities between the **Company** and the **Person** to whom the debentures or other securities are issued.

128.3 The **Board** shall restrict the borrowings of the **Company** and shall exercise all voting and other rights or powers of control exercisable by the **Company** in relation to its subsidiary undertakings so as to ensure (as regards subsidiary undertakings, to the extent possible) that the aggregate principal amount outstanding in respect of moneys borrowed by the group does not at any time without the previous sanction of an ordinary resolution of the **Company** exceed a sum equal to 2.5 times the adjusted capital and reserves.

128.4 In this article:

- (a) "**adjusted capital and reserves**" means a sum equal to the aggregate of:
 - (i) the amount paid up on the allotted share capital of the **Company**; and
 - (ii) the amount standing to the credit or debit of the consolidated reserves;all as shown in the relevant balance sheet but after:
 - (iii) making all adjustments which are, in the opinion of the **Board**, necessary or appropriate to take account of:
 - (1) a variation in the amounts referred to in paragraphs (i) and (ii) since the date of the relevant balance sheet arising out of the allotment of shares in the capital of the **Company**; for this purpose if a proposed allotment of shares by the **Company** for cash has been underwritten, those shares are deemed to have been allotted and the amount (including any premium) of the subscription

moneys payable in respect of those shares (not being moneys payable later than six months after the date of allotment) are deemed to have been paid up to the extent underwritten on the date on which the issue of those shares was underwritten (or, if the underwriting was conditional, the date on which it became unconditional); and

- (2) other changes in circumstances since the date of the relevant balance sheet; and
- (iv) deducting (so far as not already deducted or provided for):
 - (1) sums equivalent to the book values of goodwill and other intangible assets shown in the relevant balance sheet (as adjusted pursuant to the preceding provisions of this article); and
 - (2) the amount of a distribution declared, recommended or paid by a group undertaking to a **Person** other than a group undertaking out of profits accrued up to and including the date of, but not provided for in, the relevant balance sheet;
- (b) **“group”** means:
 - (i) the **Company**;
 - (ii) all undertakings which are included in the consolidated group accounts of the **Company** and its subsidiary undertakings which the relevant balance sheet is comprised and which would be so included if group accounts were prepared at the relevant time (and if that time were the end of the **Company’s** financial year); and
 - (iii) all undertakings which are not included in the consolidated group accounts in which the relevant balance sheet is comprised but which would be so included if group accounts were prepared at the relevant time (and if that time were the end of the **Company’s** financial year); but
 - (iv) specifically excluding the parent company of the **Company**.
- (c) **“group undertaking”** means the **Company** or another undertaking in the group;
- (d) **“moneys borrowed”** means all moneys borrowed including, without limitation:
 - (i) the nominal amount of and the amount of any premium paid in respect of any allotted share capital (not being equity share capital) of a group undertaking other than the **Company** not beneficially owned, directly or indirectly, by another group undertaking;
 - (ii) any amount raised by acceptance under an acceptance credit facility;
 - (iii) any amount raised under a note purchase facility;
 - (iv) the amount of any liability in respect of a lease or hire purchase contract which would, in accordance with international financial reporting standards, be treated as a finance or capital lease;
 - (v) the amount of any liability in respect of a purchase price for assets or services the payment of which is deferred for a period of more than 90 days; and

- (vi) any amount raised under another transaction (including, without limitation, a forward sale or purchase agreement) having the commercial effect of a borrowing;

but excluding:

- (vii) borrowings by one group undertaking from another, including the principal amount of any loan capital (whether secured or unsecured) and the nominal amount of any allotted or issued share capital (not being equity share capital) of a group undertaking beneficially owned, directly or indirectly, by another group undertaking;
- (viii) borrowings for the purpose of financing a contract to the extent that the price receivable under the contract is guaranteed or insured by the Export Credits Guarantee Department or by another **Person** fulfilling a similar function;
- (ix) borrowings for the purpose of, and applied within six months of being made in, repaying the whole or part of borrowings that constitute moneys borrowed for the purposes of this article, pending their application for that purpose within that period; and

and in calculating moneys borrowed for the purposes of this article, there shall be deducted:

- (x) an amount equal to the aggregate of:
 - (1) all cash in hand and cash deposits repayable on demand with any bank or financial institution (not itself a group undertaking); and
 - (2) investments which are readily convertible into known amounts of cash with notice of;

in each case beneficially owned, directly or indirectly, by a group undertaking and whether denominated in sterling or in a currency other than sterling;

- (e) “**relevant balance sheet**” means the consolidated balance sheet dealing with the state of affairs of the **Company** and its subsidiary undertakings comprised in the latest group accounts prepared and approved by the board and on which the auditors have made their report pursuant to the **Statutes**.

128.5 When the amount of moneys borrowed to be taken into account for the purposes of this article on a particular day is being calculated, moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:

- (a) at the rate of exchange specified in a forward purchase contract, currency option, back-to-back loan, swap or other arrangement taken out or entered into to reduce the risk associated with fluctuations in rates of exchange in respect of repayment of those moneys (a “**hedging agreement**”); or
- (b) if those moneys were borrowed on or before the date of the relevant balance sheet and repayment of those moneys has not been covered by a hedging agreement, at the more favourable to the **Company** of:
 - (i) the rate of exchange used for the conversion of that currency in the relevant balance sheet, or

- (ii) the middle-market rate of exchange quoted by National Westminster Bank plc at the close of business in London on the business day immediately preceding the day on which the calculation falls to be made; or
- (c) if those moneys were borrowed after the date of the relevant balance sheet and repayment of those moneys has not been covered by a hedging agreement, at the more favourable to the **Company** of:
 - (i) the middle-market rate of exchange quoted by National Westminster Bank plc at the close of business in London on the date of the relevant balance sheet, or
 - (ii) the middle-market rate of exchange quoted by National Westminster Bank plc at the close of business in London on the business day immediately preceding the day on which the calculation falls to be made.

128.6 When calculating moneys borrowed for the purposes of this article, where a group undertaking has issued and paid-up equity share capital that is not owned, directly or indirectly, by a group undertaking ("**external capital**"):

- (a) the relevant percentage of any borrowings from that group undertaking by another group undertaking shall not be excluded pursuant to article 128.4(d)(vii);
- (b) the relevant percentage of any borrowings made by that group undertaking that constitute moneys borrowed for the purposes of this article shall be deducted; and
- (c) the relevant percentage of any items falling within article 128.4(d)(x) beneficially owned, directly or indirectly, by that group undertaking shall not be deducted;

and for the purpose of this paragraph "**relevant percentage**" means a percentage equal to the percentage that the external capital forms of the whole of the issued and paid-up equity share capital of that group undertaking.

128.7 A report of the auditors as to the amount of the adjusted capital and reserves or the aggregate amount of moneys borrowed for the purposes of this article is conclusive and binding on all concerned. Nevertheless the **Board** may at any time act in reliance on a bona fide estimate of the amount of the adjusted capital and reserves or the aggregate amount of moneys borrowed. If in consequence the limit on moneys borrowed set out in this article is inadvertently exceeded, the amount of moneys borrowed equal to the excess may be disregarded for 90 days after the date on which by reason of a determination of the auditors or otherwise the **Board** becomes aware that this situation has or may have arisen.

128.8 No debt incurred or security given in respect of moneys borrowed in excess of the limit imposed by this article is invalid or ineffectual except where express notice that the limit has been or will be exceeded has been given to the lender or recipient of the security at the time when the debt is incurred or security given. No lender or other person dealing with the **Company** is concerned to see or enquire whether the limit is observed.

129. **POWER OF BOARD TO DELEGATE THE POWER TO MAKE CALLS**

If any uncalled capital of the **Company** is included in or charged by a mortgage or other security, the **Board** may delegate to the **Person** in whose favour the mortgage or security is executed, or to a **Person** in trust for him, the power to make calls on the **Members** in respect of that uncalled capital, and to sue (in the **Company's** name or otherwise) for the recovery of amounts becoming due in respect of calls made and to give valid receipts for those amounts. That power subsists during the continuance of the mortgage or security notwithstanding any change of **Directors**. That power is assignable if so expressed.

130. **SIGNING OF CHEQUES AND SIMILAR INSTRUMENTS**

All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for amounts paid to the **Company** must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the **Board** decides.

131. **APPOINTMENT OF REGISTRAR**

131.1 The **Board** must appoint a **Person** to act as registrar of the **Company's** shares or debentures on such terms as it decides and, if relevant, on such terms that are consistent with the **Regulations**.

132. **GRATUITIES, PENSION AND SUPERANNUATION FUNDS AND CHARITABLE SUBSCRIPTIONS**

132.1 The **Board** may (either alone or with an **Associated Company**):

- (a) establish and maintain, or procure the establishment and maintenance of, or otherwise contribute to a non-contributory or contributory pension or superannuation fund or arrangement, share option or share incentive scheme, profit-sharing scheme or trust for the benefit of a **Relevant Person**;
- (b) give, or procure the giving of, donations, gratuities, pensions, allowances, death or disability benefits or emoluments to, or to a person in respect of, a **Relevant Person**;
- (c) establish and subsidise, or subscribe to, an institution, association, club or fund calculated to be for the benefit of, or to advance the interests and well-being of, the **Company**, an **Associated Company** or a **Relevant Person**;
- (d) make payments for, or towards, the insurance of a **Relevant Person**; or
- (e) subscribe or guarantee money for a charitable, benevolent or political purpose for an exhibition or for a public, general or other object which the **Board** decides is useful.

132.2 In article 132.1:

- (a) "**Associated Company**" means a subsidiary undertaking of the **Company** or a company or undertaking which is directly or indirectly controlled by or associated in business with the **Company** or any of its subsidiary undertakings; and
- (b) "**Relevant Person**" means a person who is or was at any time in the employment or service of the **Company** or an **Associated Company** (including, without limitation, a **Director** or other officer of the **Company** or a director or other officer of an **Associated Company** who, in either case, holds or held at any time a salaried employment or office with the **Company** or **Associated Company**) or a spouse, former spouse, civil partner, former civil partner, relative or dependant of such a person.

132.3 Subject to the **Statutes**, a **Director** who is a **Relevant Person** may participate in and retain for his own benefit a donation, gratuity, pension, allowance, death or disability benefit or emolument paid pursuant to this article. The receipt of such a benefit does not disqualify a person from being or becoming a **Director**.

133. **POWER TO MAKE PROVISION FOR EMPLOYEES**

The **Board** is authorised to sanction (by resolution of the **Board**) the exercise of any power conferred on the directors of a company by the **Statutes** to make provision for the

benefit of persons 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.

134. **APPOINTMENT OF AND ACTS OF THE SECRETARY**

134.1 The **Board** may appoint the **Secretary** on such terms and conditions as it decides and may remove the **Secretary** (but without prejudice to any claim which the **Secretary** may have against the **Company**). If thought fit, two or more persons may be appointed as joint **Secretary**.

134.2 A person may only be appointed to the office of **Secretary** after the date of the adoption of these **Articles** if he is duly qualified in accordance with the **Statutes**.

134.3 The **Board** may appoint one or more persons to be deputy or assistant secretary. A deputy or assistant secretary may do anything required or authorised to be done by or to the **Secretary**.

135. **CUSTODY AND USE OF THE SEAL**

The **Board** may decide whether or not the **Company** is to have a common seal. The **Board** must provide for the safe custody of each **Seal** and each **Securities Seal**. Subject to articles 11 and 18, a seal may not be affixed to any instrument except by the authority of a resolution of the **Board** or a committee of the **Board** authorised by the **Board** to give that authority. Subject to articles 11, 18 and 23 the **Board** may from time to time make regulations determining the persons and the number of those persons in whose presence the **Seal** or the **Securities Seal** is to be used, and until otherwise so determined such a seal must be affixed in the presence of the **Secretary** and another person as a **Director** or of two **Directors**. The **Board** may also decide that an instrument to which the **Seal** or the **Securities Seal** is affixed does not need to be signed.

136. **SECURITIES SEAL AND OFFICIAL SEAL FOR USE OVERSEAS**

The **Company** may have a **Securities Seal** and one or more official seals for use overseas under the provisions of the **Statutes**, where and as the **Board** decides. The **Board** may by writing under the **Seal** appoint an agent or committee to be the duly authorised agent of the **Company** for the purpose of affixing and using abroad an official seal and may impose restrictions on the use of that seal.

137. **AUTHENTICATION OF DOCUMENTS**

A **Director**, the **Secretary** or a person appointed by the **Board** may certify as true copies or extracts, copies or extracts of any document affecting the **Company's** constitution, and any resolution passed by the **Company**, the **Board** or a committee of the **Board**, and any books, records, documents and accounts relating to the **Company's** business. If any books, records, documents or accounts are elsewhere than at the **Office**, the local manager or other officer of the **Company** having custody of them is deemed to be a person appointed by the **Board** under this article. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the **Company**, the **Board** or a committee of the **Board** which is certified in accordance with this article is conclusive evidence in favour of all **Persons** dealing with the **Company** on the faith of that document or extract, that the resolution has been duly passed or, as the case may be, that the minute or extract is a true and accurate record of proceedings at a duly constituted meeting.

V. **DIVIDENDS AND DISTRIBUTIONS**

138. **FINAL DIVIDENDS**

Subject to the **Statutes**, the **Company** may by ordinary resolution declare dividends to be paid to the **Members** in accordance with their respective rights, but no dividend may exceed the amount recommended by the **Board**.

139. **FIXED AND INTERIM DIVIDENDS**

139.1 Subject to the **Statutes**, the **Board** may:

- (a) from time to time resolve to pay to the **Members** such interim dividends as appear to the **Board** to be justified by the **Company's** profits;
- (b) pay half yearly or at other suitable intervals to be decided by the **Board** any dividend expressed to be payable at a fixed rate if it is of the opinion that the **Company's** profits justify the payment;
- (c) if at any time the **Company's** share capital is divided into different classes, declare and pay interim dividends in respect of those shares in the **Company's** capital which confer on the **Holders** of those shares deferred or non-preferred rights as well as in respect of those shares which confer on the **Holders** of those shares preferential rights with regard to dividends. No interim dividend may be paid on shares carrying deferred or non-preferred rights if at the time of payment any preferential dividend is in arrear.

139.2 If the **Board** acts in good faith, the **Directors** are not responsible to the **Holders** of shares conferring a preference for any damage that they may incur because of the payment of an interim dividend on any shares in the **Company's** capital having deferred or non-preferred rights.

140. **DIVIDENDS ONLY PAYABLE ON PAID UP AND CALLED-UP CAPITAL**

Except as otherwise provided by the rights attached to shares, a dividend must be declared and paid according to the amounts **Paid up** on the shares in respect of which the dividend is paid. An amount **Paid up** on a share in advance of calls may not be treated for the purposes of this article as **Paid up** on the share. Dividends must be apportioned and paid pro rata according to the amounts **Paid up** on the shares during any portion or portions of the period in respect of which the dividend is paid, except that if a share is issued on terms that it ranks for dividends as if **Paid up** (wholly or partly) as from a particular date, that share ranks for dividends accordingly.

141. **DEDUCTIONS FROM DIVIDENDS AND OTHER SUMS**

The **Board** may deduct from a dividend or any other amount payable to a **Member** on or in respect of a share any amount presently payable by the **Member** to the **Company** on account of calls or otherwise in relation to the shares of the **Company**.

142. **RECORD DATES FOR DIVIDEND PAYMENTS**

142.1 A resolution of the **Company** in general meeting or a resolution of the **Board** resolving to declare or pay a dividend on shares of any class may state that the dividend is payable to the **Persons** registered as the **Holders** of those shares at the close of business on a particular date or at such other time as the **Board** may decide. That date or time may be a date or time before that on which the resolution is passed.

142.2 Unless the resolution of the **Company** in general meeting, or a resolution of the **Board** resolving to declare or pay a dividend on shares, or the terms on which the shares were allotted specifies otherwise, a dividend must be paid by reference to a **Member's** holding of shares on the date of the resolution or decision to declare or pay it.

143. **METHOD OF PAYMENT**

143.1 In these **Articles**, a reference to a "**Distribution Recipient**" is to:

- (a) the **Holder** of a share in respect of which a dividend or other amount is payable;
- (b) in the case of joint **Holders** of a share in respect of which a dividend or other amount is payable, the joint **Holder** who is first named in the **Register**;
- (c) (except as otherwise provided by these **Articles**) the **Person Entitled by Transmission** to a share in respect of which a dividend or other amount is payable, or where there is more than one such **Person**, such **Person** as all the **Persons Entitled by Transmission** direct or, failing such direction, any one of them.

143.2 A dividend or other amount payable in respect of a share may be paid by any usual or common banking method, or combination of such methods, as the Board, in its absolute discretion, may decide, including (without limitation):

- (a) a cheque or warrant sent by post to the registered address of the **Distribution Recipient**, or to a **Person** and address as the **Distribution Recipient** may by notice direct. The cheque or warrant must be made payable to the order of the **Distribution Recipient**, or of such other **Person** as the **Distribution Recipient** entitled to the payment may by notice direct, and crossed "a/c Payee"; or
- (b) a direct credit, bank transfer or electronic funds transfer to the **Distribution Recipient** or to such other **Person** as the **Distribution Recipient** may by notice direct.

143.3 A dividend or other amount payable in respect of a share in **Uncertificated Form** may also be paid by means of the **Relevant System** (subject to the facilities and requirements of the **Relevant System**) if:

- (a) the **Board** decides;
- (b) the **Company** is authorised to do so by or on behalf of the **Distribution Recipient**; and
- (c) that authority has been given in any way that the **Board** considers sufficient.

143.4 The **Board** may retain any dividend payable to a **Person Entitled by Transmission** until that **Person** has produced such evidence of his right as the **Board** may require.

143.5 The following constitute a good discharge to the **Company**:

- (a) payment of the cheque or warrant, if purporting to be duly endorsed, or where unendorsed appearing to have been duly paid by the bank on whom it is drawn;
- (b) the collection of funds from or transfer of funds by a bank in accordance with a direct credit, bank transfer or electronic funds transfer; or
- (c) in respect of a share in **Uncertificated Form**, the making of payment by means of the **Relevant System** (which may include the sending by the **Company** or by a **Person** on its behalf of an instruction to the **Operator** to credit the cash memorandum account of the **Distribution Recipient**).

Each cheque or warrant sent and each payment made by transfer of funds by a bank or by means of the **Relevant System** is at the risk of the **Distribution Recipient**. The

Company is not responsible for any sums lost or delayed in the course of payment by any method used by the **Company** in accordance with article 143.2 or 143.3.

- 143.6 Except as otherwise provided by the rights attached to shares, a dividend or other amount payable in respect of a share may be paid in such currency as the **Board** may decide.

144. **INTEREST NOT PAYABLE**

The **Company** may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued or allotted; or
- (b) the provisions of another agreement between the holder of that share and the **Company**.

145. **ANY JOINT HOLDER MAY GIVE RECEIPT FOR A DIVIDEND**

If several **Persons** are registered as joint **Holders** of a share or are **Entitled by Transmission** to a share or by any other event, any one of them may give effectual receipts for a dividend or other amount payable in respect of the share.

146. **UNCLAIMED DIVIDENDS**

- 146.1 If, in respect of a dividend or other amount payable in respect of a share, on two consecutive occasions (or after one occasion if reasonable enquiries have failed to establish a new address for the **Distribution Recipient**) a cheque or warrant in payment of the dividend or other amount is sent by post and is returned undelivered or left uncashed during the period for which it is valid, the **Company** is not obliged to send a dividend or other amount in respect of that share until a **Person** entitled to the share notifies the **Company** of an address for that purpose.
- 146.2 If, in respect of a dividend or other amount payable in respect of a share, on two consecutive occasions (or after one occasion if reasonable enquiries have failed to establish a new account for the **Distribution Recipient**) a sum in payment of the dividend or other amount cannot be sent to an account by means of payment as described in article 143.2(a) or 143.3 due to a problem in connection with that account, the **Company** is not obliged to send a dividend or other amount in respect of that share until a **Person** entitled to the share notifies the **Company** of an account for that purpose.
- 146.3 The **Board** may (but need not) invest or otherwise use for the **Company's** benefit any unclaimed dividend or other amount payable in respect of a share until it is claimed. The payment by the **Board** of an unclaimed dividend or other amount payable in respect of a share into a separate account does not constitute the **Company** a trustee in respect of it and does not require the **Company** to pay any interest on it.
- 146.4 If:
- (a) twelve years have passed from the date on which a dividend or other amount payable in respect of a share became due for payment, and
 - (b) the **Distribution Recipient** has not claimed it,
- the **Distribution Recipient** is no longer entitled to that dividend or other amount and it ceases to remain owing by the **Company**.

147. **WAIVER OF DIVIDENDS**

147.1 A **Person** may waive his entitlement to a dividend or other sum payable in respect of a share by giving the **Company** notice in writing, signed by him, to that effect, but if:

- (a) the share has more than one **Holder**; or
- (b) more than one **Person** is **Entitled by Transmission** to the share,

the notice is not effective unless it is expressed to be given, and is signed, by all of the **Holders** or **Persons Entitled by Transmission**.

147.2 The **Company** may decline to act on a notice of waiver and continue to pay dividends or other sums to the **Person** that is otherwise entitled to receive them.

148. **PAYMENT OF NON-CASH DIVIDENDS**

148.1 A general meeting declaring a dividend may (if the **Board** recommends) by ordinary resolution direct payment of the dividend wholly or partly by the distribution of specific assets (including, without limitation, **Paid up** shares, debentures or debenture stock of any other company).

148.2 The **Board** may make any arrangements it thinks fit to settle any difficulty arising in connection with a distribution of the sort described in article 148.1. In particular, the **Board** may:

- (a) issue fractional certificates;
- (b) fix the value of any asset or any part of it for the purposes of distribution;
- (c) decide that cash is to be paid to a **Distribution Recipient** in order to adjust the rights of the **Distribution Recipient**;
- (d) vest any asset in trustees on trust for the **Distribution Recipient**; and
- (e) make arrangements for the allotment, acceptance and sale of any asset or fractional certificate or any part of it.

149. **SCRIP DIVIDENDS**

149.1 The **Board** may offer to the **Holders** of shares the right to elect to receive an allotment of additional shares, credited as fully **Paid up**, instead of some or all of their cash dividend, if:

- (a) the **Company** authorises the **Board** to do so by ordinary resolution; and
- (b) there are sufficient unissued shares available, taking into account other requirements.

149.2 The ordinary resolution referred to in article 149.1(a) may specify a particular dividend or may specify all or any dividends falling to be declared or paid during a specified period. In the latter case, the period must end not later than five years after the date of the meeting at which the resolution is passed.

149.3 The **Board** must decide the basis of allotment so that the **Relevant Value** of the additional shares (including any fractional entitlement) to be allotted to a **Holder** instead of any amount of cash dividend is as near as possible to the cash amount (disregarding any tax credit) that the **Holder** elects not to receive by way of a cash dividend, but no greater than such cash amount.

149.4 For the purposes of article 149.3, the "**Relevant Value**" of a share must be calculated either:

- (a) by reference to the average of the middle market quotations (less the relevant dividend unless the shares are already quoted excluding that dividend) on the **London Stock Exchange** (derived from the Daily Official List of the **London Stock Exchange** or a similar publication) on at least five consecutive dealing days selected by the **Board**, but starting no earlier than the day on which the **Board** announces the proposed relevant dividend; or
- (b) in such other manner as the **Board** may decide.

A certificate or report from the **Company's** auditors as to the amount of the **Relevant Value** of a share will be conclusive evidence of that amount.

149.5 The **Board** must notify the **Holders** of the shares of the rights of election offered to them and must send, with or after that notice, forms of election and specify the procedure to be followed and the address at which, and the latest date and time by which, duly completed forms of election must be received to be effective.

149.6 The dividend (or that part of it in respect of which a right of election has been offered) may not be paid in cash on shares in respect of which the election has been duly exercised (the "**Elected Shares**"). On and with effect from the due date of payment of the dividend (or part of it) in respect of which a right of election has been offered or such earlier date (after the election) as the **Board** may decide, additional shares are to be allotted instead of payment of cash to the **Holders** of the **Elected Shares** on the basis of allotment decided in accordance with this article. For this purpose, the **Board** must capitalise, out of such of the amounts standing to the credit of reserves (including, without limitation, any share premium account and capital redemption reserve) or profit and loss account as the **Board** may decide, an amount equal to the total nominal amount of the additional shares for allotment and distribution to and amongst the **Holders** of **Elected Shares** on that basis.

149.7 The additional shares so allotted rank pari passu in all respects with the fully **Paid up** shares of the same class then in issue except only as regards participation in the relevant cash dividend (or share election instead of it).

149.8 The **Board** may do anything which it considers necessary or expedient to give effect to such an offer and capitalisation, including, without limitation, the making of such provisions as it may decide for dealing with shares becoming distributable in fractions (including, without limitation, provisions by which, in whole or in part, fractional entitlements are disregarded or rounded up or carried forward or the benefit of fractional entitlements accrues to the **Company** or to one or more charities nominated by it rather than to the relevant **Members**). The **Board** may authorise a **Person** on behalf of all relevant **Members** to enter into an agreement with the **Company** providing for that capitalisation and matters incidental to it. An agreement made under that authority is effective and binding on all relevant **Persons**.

149.9 The **Board** may make such exclusions from an offer of rights of election to **Holders** of shares as it may decide as a result of any legal or practical problems under, or expense incurred in connection with the requirements of, the laws of, or the requirements of any regulatory authority or stock exchange in, any territory.

149.10 The **Board** may decide to treat as valid for the purposes of article 149 a mandate in force to receive regularly (and not in relation to a single dividend only) shares instead of receiving payment of cash dividends. If the **Board** makes such a decision:

- (a) the mandate entitles the relevant **Holders** of shares to an allotment of new shares pursuant to this article; and
- (b) the **Board** need not notify a **Holder** who has already chosen to receive shares in place of all future cash dividends of a right to receive shares pursuant to article 149.5. Instead the **Board** may remind them that they have already chosen to receive shares and explain to them how to tell the **Company** if they wish to start receiving cash dividends again.

149.11 The **Board** may (if it considers it necessary or desirable for any reason to do so) from time to time before payment of any dividend, disregard any election or mandate received in connection with this article and pay the relevant dividend or dividends in cash.

VI. RESERVES

150. BOARD MAY CARRY PROFITS TO RESERVE AND CARRY FORWARD PROFITS

The **Board** may, before recommending any dividend (including, without limitation, a preferential dividend), carry to reserve out of the **Company's** profits (including, without limitation, any premiums received on the issue of debentures or other securities of the **Company**) such amounts as it decides as a reserve or reserves which, at the **Board's** discretion, may be applied for any purpose to which the **Company's** profits may be properly applied and before such an application may, at the **Board's** discretion, be employed in the **Company's** business or be invested in such investments as the **Board** decides. The **Board** may also without placing the amount to reserve carry forward any profits which it decides is prudent not to distribute.

151. DEPLETION OF ASSETS

If at any time the net assets of the **Company** (as defined in section 831(2) of the **2006 Act**) are half or less of the amount of the **Company's** called-up share capital, the Board must, not later than 28 days from the earliest day on which that fact is known to any **Director**, duly convene an extraordinary general meeting for a date not later than 56 days from that day for the purpose of considering whether any, and if so what, measures should be taken to deal with the situation.

VII. CAPITALISATION OF PROFITS

152. CAPITALISATION ISSUES

152.1 The **Board** may with the authority of an ordinary resolution of the **Company**:

- (a) subject to the provisions of this article, resolve to capitalise any undistributed profits of the **Company** not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or other fund of the **Company**, including, without limitation, the **Company's** share premium account, capital redemption reserve and redenomination reserve;
- (b) appropriate the sum resolved to be capitalised to the **Members** or any class of **Members** on the record date specified in the relevant resolution who would have been entitled to it if it were distributed by way of dividend and in the same proportions. Except if the relevant resolution specifies otherwise, if on the relevant record date the Company holds treasury shares of the same class as those **Members** or class of **Members**, the Company is to be treated as if it were entitled to receive dividends in respect of those treasury shares which would have been payable if a **Person** other than the Company had held those treasury shares;

- (c) apply that 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, debentures or other obligations of the **Company** of a nominal amount equal to that sum but the share premium account, the capital redemption reserve any redenomination reserve, and any profits which are not available for distribution may, for the purposes of this article, only be applied in paying up unissued shares to be allotted to **Members** credited as fully **Paid up**;
- (d) allot the shares, debentures or other obligations credited as fully paid to those **Members**, or as they may direct, in those proportions, or partly in one way and partly in the other;
- (e) where shares or debentures become, or would otherwise become, distributable under this article in fractions, make such provision as they decide for any fractional entitlements including, without limitation:
 - (i) authorising their sale and transfer to any **Person**;
 - (ii) resolving that the distribution be made as nearly as practicable in the correct proportion but not exactly so;
 - (iii) ignoring fractions altogether; or
 - (iv) resolving that cash payments be made to any **Members** to adjust the rights of all parties;
- (f) authorise any **Person** to enter on behalf of all the **Members** concerned into an agreement with the **Company** providing for either:
 - (i) the allotment to those **Members** respectively, credited as fully **Paid up**, of any shares, debentures or other obligations to which they are entitled on the capitalisation; or
 - (ii) the payment up by the **Company** on behalf of the **Members** of the amounts, or any part of the amounts, remaining unpaid on their existing shares,and any agreement made under that authority is binding on all those **Members**;
and
- (g) generally do all acts and things required to give effect to the ordinary resolution.

152.2 Article 152.3 applies, without prejudice to the generality of article 152.1, where:

- (a) a **Person** is granted pursuant to an employees' share scheme a right to subscribe for shares in the capital of the **Company** on terms that the subscription price payable in cash on the allotment of those shares is a price less than their nominal value; and
- (b) pursuant to the terms of an employees' share scheme, the terms on which a **Person** is entitled to subscribe for shares in the capital of the **Company** are adjusted as a result of capitalisation issue, rights issue or other variation of capital so that the subscription price payable in cash on the allotment of those shares is a price less than their nominal value.

152.3 Where this article applies, the **Board** shall:

- (a) transfer to a reserve account a sum equal to the deficiency between the subscription price and the nominal value of the shares (the "**cash deficiency**")

from the reserves of the **Company** available for distribution and not required for the payment or provision of any fixed preferential dividend; and

- (b) subject to article 152.5, not apply that reserve account for any purpose other than paying up the cash deficiency on the allotment of those shares.

152.4 Whenever the **Company** is required to allot shares pursuant to such a right to subscribe, the **Board** shall, subject to the provisions of the **Statutes**:

- (a) capitalise out of the reserve account an amount equal to the cash deficiency applicable to those shares;
- (b) apply that amount in paying up the deficiency on the nominal value of those shares; and
- (c) allot those shares credited as fully paid to the **Person** entitled to them.

152.5 If a **Person** ceases to be entitled to subscribe for shares as described, the restrictions on the reserve account cease to apply in relation to that part of the account that equals the amount of the cash deficiency applicable to those shares.

152.6 No right may be granted under an employees' share scheme under article 152.2(a) and no adjustment may be made as mentioned in article 152.2(b) unless the **Company** has sufficient reserves available for distribution and not required for the payment or provision of a fixed preferential dividend to permit the transfer to a reserve account in accordance with article 152.3 of an amount sufficient to pay up the cash deficiency applicable to the shares concerned.

VIII. ACCOUNTS AND AUDIT

153. KEEPING OF ACCOUNTS AND RETENTION OF ACCOUNTING RECORDS

The **Board** must ensure that adequate accounts and accounting records are kept in accordance with the **Statutes**.

154. LOCATION AND INSPECTION OF ACCOUNTING RECORDS

154.1 The accounting records must be kept at the **Office**, or (subject to the **Statutes**) at another place as decided by the **Board**. Those records must always be open to inspection by the **Directors** and other officers of the **Company**.

154.2 No **Member** (other than a **Director** or an officer of the **Company**) has the right to inspect any account, book or document of the **Company** unless:

- (a) that right is conferred by the **Statutes** or a valid and binding court order;
- (b) he is authorised to do so by the **Board**; or
- (c) he is authorised to do so by an ordinary resolution of the **Members**.

155. ANNUAL ACCOUNTS AND REPORTS TO BE LAID BEFORE GENERAL MEETING

The **Directors** must ensure that, in accordance with the **Statutes**, the Company's **Annual Accounts and Reports** for each financial year are prepared and laid before the **Company** in general meeting.

156. MAKING AVAILABLE ANNUAL ACCOUNTS AND REPORTS TO MEMBERS

156.1 Subject to the **Statutes**, the **Company** must send a copy of its **Annual Accounts and Reports** for each financial year to:

- (a) every **Member**;
- (b) each holder of debentures in the **Company**; and
- (c) each **Person** who is entitled to receive notice of general meetings of the **Company**

at least 21 days before the date of the general meeting at which the **Annual Accounts and Reports** in question are to be laid.

- 156.2 While the Company's shares are included in the **Official List**, the **Annual Accounts and Reports** must also be made available on the **Company's** website or another permissible website in accordance with the **Statutes**.

157. **SUMMARY FINANCIAL STATEMENTS**

To the extent permitted by the **Statutes**, the **Company** may make available to the **Persons** referred to in article 156.1, summary financial statements in accordance with the **Statutes**, rather than the **Company's Annual Accounts and Reports**. However, a copy of the **Annual Accounts and Reports** must be sent to any **Person** referred to in article 156.1 if he so requests.

158. **APPOINTMENT OF AUDITORS**

Auditors are to be appointed and their duties, powers, rights and remuneration regulated in accordance with the **Statutes**.

159. **ACCOUNTS TO BE AUDITED ANNUALLY**

Once at least in each year the **Company's** accounts must be examined and the balance sheet, profit and loss account and the **Company's** group accounts (if any) reported on by an auditor or the auditors.

160. **VALIDITY OF ACTS OF AUDITORS**

Subject to the **Statutes**, each act done by a **Person** acting as an auditor is, as regards a **Person** dealing in good faith with the **Company**, valid notwithstanding that there was a defect in his appointment or that he was at the time of his appointment not qualified for appointment.

161. **RIGHTS OF AUDITORS**

- 161.1 The auditor has a right of access at all times to the **Company's** books and accounts.

- 161.2 The auditor is entitled to attend each general meeting and to receive each notice of and other communication relating to a general meeting which a **Member** is entitled to receive, and to be heard at each general meeting on any part of the business of the meeting which concerns him as auditor. Where the auditor is a firm, the right to attend and be heard at a general meeting is exercisable by an individual authorised by the firm in writing to act as its representative at the meeting.

IX. **COMMUNICATIONS**

A. **INTRODUCTION**

162. **INTERPRETATION**

- 162.1 A reference in part IX of these **Articles** to a document or information includes a notice to be sent, given or supplied to or by a **Person** pursuant to these **Articles**.

162.2 A reference in part IX of these **Articles** to a document or information to be sent or supplied by or to the **Company** includes a reference to a document or information which these **Articles** require to be sent or supplied by or to the **Board**.

163. **NOTICE MUST BE IN WRITING**

A notice, document or other information to be sent, given or supplied to or by a **Person** pursuant to these **Articles** must be in writing, unless specified to the contrary in these **Articles**.

B. **COMMUNICATION TO THE COMPANY**

164. **METHODS FOR PERSONS TO GIVE DOCUMENTS AND INFORMATION TO THE COMPANY**

164.1 Subject to the **Statutes** and these **Articles**, a **Member** or another **Person** may send or supply a document or information that is required or authorised to be sent to the **Company** by these **Articles** or by the **Statutes** in hard copy form, in electronic form or in any other form permitted by the **Statutes**. Nothing in these **Articles** is to be interpreted as constituting a general or specific agreement by the **Company** to the use of a particular form (other than hard copy form) for a particular type of document or information sent to it.

165. **COMMUNICATION TO THE COMPANY IN HARD COPY FORM**

A **Member** or another **Person** may give the **Company** a document or information in hard copy form by delivering it by hand or sending it by post (posted in a pre-paid envelope) to the **Company** at:

- (a) the Office
- (b) another address notified for that purpose by the **Company**; or
- (c) another address to which any provision of the **Statutes** authorises the document or information to be sent or supplied.

166. **COMMUNICATION TO THE COMPANY IN ELECTRONIC FORM**

166.1 A **Member** or another **Person** may give the **Company** a document or information in electronic form if:

- (a) the **Company** has agreed, generally or specifically, that the document or information may be sent or supplied in that form (and has not revoked that agreement); or
- (b) the **Company** is deemed by a provision of the **2006 Act** to have agreed that the document or information may be sent or supplied in that form,

but then only in the type of electronic form that the **Company** has agreed to, or is deemed by the **2006 Act** to have agreed to.

166.2 Where the document or information is sent or supplied to the **Company** by electronic means, it may only be sent or supplied to an address:

- (a) specified for the purpose by the **Company**, generally or specifically; or
- (b) deemed by a provision of the **Statutes** to have been so specified,

and subject to any limitations specified by the **Company** when providing that address.

- 166.3 Where the document or information is sent or supplied to the **Company** in electronic form by hand or by post, it must be sent or supplied to the **Office** or to another address to which it could validly be sent pursuant to article 165 if it were in hard copy form.

C. COMMUNICATION BY THE COMPANY

167. METHODS FOR THE COMPANY TO GIVE DOCUMENTS AND INFORMATION

Subject to the **Statutes** and these **Articles**, the **Company** may send or supply a document or information that is required or authorised to be sent by the **Company** to a **Member** or any other **Person** by these **Articles** or by the **Statutes** or otherwise in such form and by such means as it may decide in its absolute discretion, including:

- (a) in hard copy form;
- (b) in electronic form; or
- (c) by means of a website.

168. COMMUNICATION BY THE COMPANY IN HARD COPY FORM

- 168.1 The **Company** may give a **Member** or another **Person** a document or information in hard copy form:

- (a) personally; or
- (b) by sending it by hand, or by pre-paid post, in an envelope addressed to the intended recipient:
 - (i) to a **Person** in his capacity as a **Member**, at his address as shown in the **Register**;
 - (ii) to a **Person** in his capacity as a **Director**, at his address as shown in the register of directors;
 - (iii) to a company, at its registered office;
 - (iv) to an address notified for that purpose by the intended recipient; or
 - (v) to an address to which any provision of the **Statutes** authorises the document or information to be sent or supplied.

169. COMMUNICATION BY THE COMPANY IN ELECTRONIC FORM

- 169.1 The **Company** may give a **Member** or another **Person** a document or information in electronic form if the **Member** or other **Person** has agreed, generally or specifically, that the document or information may be sent or supplied in that form (and has not revoked that agreement).

- 169.2 Where the document or information is sent or supplied by the **Company** by electronic means, it may only be sent or supplied to an address specified for the purpose by the intended recipient, generally or specifically.

- 169.3 Where the document or information is sent or supplied by the **Company** in electronic form by hand or by post, it must be:

- (a) handed personally to the intended recipient; or
- (b) sent or supplied to an address to which it could validly be sent pursuant to article 167 if it were in hard copy form.

170. **COMMUNICATION BY THE COMPANY BY MEANS OF A WEBSITE**

170.1 A document or information may be sent or supplied by the **Company** to a **Member** or other **Person** by being made available on a website if the **Member** or other **Person**:

(a) has agreed, generally or specifically, that the document or information may be sent or supplied to him in that manner; or

(b) is taken to have so agreed in accordance with the **Statutes**,

and has not revoked that agreement.

170.2 A document or information sent or supplied by means of a website must be made available on the website in such form and for such length of time as is required by the **2006 Act**.

170.3 The **Company** must notify the intended recipient of the availability of the document or information on the website in accordance with the **2006 Act**.

171. **COMMUNICATION BY THE COMPANY TO JOINT HOLDERS OF A SHARE**

171.1 In the case of joint **Holders** of a share, a document or information is validly sent or supplied to all joint **Holders** of a share if it is sent or supplied to the **Person** who is named first in the **Register** in respect of the joint holding.

171.2 Where anything is required by the **Statutes** or these **Articles** to be agreed or specified in relation to a document or information to be sent or supplied to the **Holder** of a share that is held by joint **Holders**, the **Company** is only required to obtain the agreement or specification of the **Person** who is named first in the **Register** in respect of the joint holding, and is entitled to rely on that agreement or specification being binding on all joint **Holders**.

172. **COMMUNICATION WITH MEMBERS WITH NO ADDRESS IN THE UK**

Subject to the **Statutes**, a **Member** who has no registered address within the **United Kingdom** is not entitled to have a document or other information sent or supplied to him by the **Company**, unless:

(a) he has notified the **Company** of an address in the **United Kingdom** at which documents or information in hard copy form may be sent to him; or

(b) both of the following conditions are satisfied:

(i) the **Member** has agreed with the **Company** that documents or information of that kind may be sent to him by electronic means, and has notified the **Company** of an address for that purpose and any other information that the **Company** needs to use that means of communication effectively; and

(ii) the **Board** agrees to permit the use of electronic means to supply that type of document or information to that **Member**, which agreement the **Board** may in its absolute discretion withhold (including in circumstances in which the Board considers that the sending of the document or information to such address using electronic means would or might infringe the laws of any other jurisdiction or cause legal or practical problems arising in respect of the laws of, or the requirements of a regulatory body or stock exchange or other authority in, any territory).

173. **THE GIVING OF DOCUMENTS OR INFORMATION TO A DECEASED OR BANKRUPT MEMBER**

- 173.1 The **Company** may give a document or information to a **Person** who is **Entitled by Transmission** to a share as if he were the **Holder** of the share by addressing it to him by name or by the title of representative of the deceased or trustee of the bankrupt **Member** (or by similar designation) at an address in the **United Kingdom** supplied for that purpose by the **Person** claiming to be **Entitled by Transmission**.
- 173.2 Until an address of the kind referred to in article 173.1 has been supplied, the **Company** may send or supply a document or information in any manner in which it might have sent or supplied it if the death or bankruptcy or other event had not occurred.
- 173.3 A document or information given in accordance with this article is for all purposes deemed a sufficient giving of that document or information on each **Person** interested (whether jointly with or as claiming through or under him) in that share.

174. **COMMUNICATION WITH UNTRACED SHAREHOLDERS**

174.1 If:

- (a) on at least two consecutive occasions over a period of at least 12 months, any document or other communication to a **Member** has been returned undelivered or the **Company** or its agent receives notification that it has not been delivered; or
- (b) the **Company** has stopped sending dividend payments to a **Member** pursuant to article 146.1 or 146.2,

the **Member** ceases to be entitled to receive documents or information from the **Company**.

- 174.2 A **Member** who has ceased to be entitled to receive documents or information from the **Company** pursuant to article 174.1 becomes entitled to receive a document or information again by sending the **Company** or its agent:

- (a) a new registered address (or other postal address for such purposes) within the United Kingdom; or
- (b) if the **Board** has agreed to the use of electronic means to supply that type of document or information to that **Member** and the **Member** has agreed with the **Company** that documents or information of that kind may be sent to him by electronic means, an address for that purpose and any other information that the **Company** needs to use that means of communication effectively.

175. **RECORD DATE FOR COMMUNICATIONS**

- 175.1 The **Board** may decide that the **Persons** entitled to receive:

- (a) a notice of a general meeting of the **Company**; or;
- (b) subject to the **Statutes**, copies of the **Company's Annual Accounts and Reports**; or
- (c) other communications that the **Company** sends to **Members** generally or to any class of its **Members**,

are those **Persons** entered on the **Register** or **Operator Register** at the close of business on a specified day. If the **Company** is a **Participating Issuer**, the specified day may not be further in advance of the day that the notices of the meeting or the copies of the documents are sent than is permitted by the **Regulations**.

176. **DISRUPTION OF POSTAL SERVICES**

If by reason of the suspension or curtailment of postal services in the **United Kingdom** or in any part of the **United Kingdom**, the **Company** is unable effectively to send some or all notices to convene a general meeting (or notification as to the availability of the notice of meeting on a website) by post:

- (a) the **Board** may decide that the only **Persons** to whom notice of the affected general meeting must be sent are:
 - (i) the **Directors**;
 - (ii) the **Company's** auditors;
 - (iii) those **Members** to whom notice to convene the general meeting can validly be sent by electronic means; and
 - (iv) those **Members** to whom notice to convene the general meeting can validly be sent by means of a website and to whom notification as to the availability of the notice of meeting on a website can validly be sent by electronic means; and
- (b) the **Company** must in all such cases:
 - (i) advertise the notice of meeting in at least one national daily newspaper published in the **United Kingdom**;
 - (ii) make the notice of meeting available on its website from the day the notice was sent until the conclusion of the meeting or any adjournment of the meeting; and
 - (iii) send a confirmatory copy of the notice (or a confirmatory notification as to the availability of the notice on the Company's website in the case of those **Members** to whom notice to convene the general meeting can validly be sent by means of a website but to whom notification as to the availability of the notice of meeting on a website cannot validly be sent by electronic means) by post to any **Member** who has not been sent notice of the meeting by electronic means or by means of a website, if at least seven days before the day of the meeting the sending of notices by post to addresses throughout the **United Kingdom** again becomes practicable.

177. **DEEMED DELIVERY OF DOCUMENTS AND INFORMATION SENT OR SUPPLIED BY THE COMPANY TO MEMBERS AND DIRECTORS**

- 177.1 A document or information (whether in hard copy form or electronic form) which is sent by the **Company** to a **Member** by post is deemed to have been received at the expiration of 24 hours if pre-paid as first class post, and 48 hours if pre-paid as second class post, after it has been posted. In proving service it is sufficient to prove that the envelope containing the notice or document was properly addressed, pre-paid and posted.
- 177.2 A document or information (whether in hard copy form or electronic form) which is not sent by post or electronic means but is delivered by hand by the **Company** to a **Member** in accordance with these **Articles** is deemed to have been received on the day it is delivered.
- 177.3 A document or information sent or supplied by electronic means by the **Company** to a **Member** is deemed to have been received on the same day as it is sent. In proving service it is sufficient to prove that the document or information sent or supplied by electronic means was properly addressed in accordance with these **Articles** and a failure

in transmission of a properly addressed electronic communication does not affect the deemed delivery of the document or information pursuant to this article.

177.4 Where a document or information is sent or supplied by the **Company** to a **Member** by means of a website, it is deemed to have been received:

- (a) when the material was first made available on the website; or
- (b) if later, when the intended recipient received (or, in accordance with this article 177, is deemed to have received) notice of the fact that the document or information is available on the website.

177.5 A notice given by advertisement is deemed to have been given at noon on the day on which the advertisement appears. Where notice is given by more than one advertisement and the advertisements appear on different days, notice is deemed to have been given at noon on the last of the days when the advertisements appear.

177.6 A **Member** present, either personally or by proxy or being a corporation present by way of a duly authorised representative appointed pursuant to the **Statutes** or article 87, at a meeting of the **Company** or of the **Holders** of a class of shares in the **Company** is deemed for all purposes to have received notice of the meeting and, if required, of the purposes for which it was called.

177.7 A **Director** may agree with the **Company** that information or documents sent to that **Director** in a particular way are to be deemed to have been received within a specified time of their being sent and for that specified time to be less than 48 hours.

178. PERSONS BECOMING ENTITLED TO SHARES TO BE BOUND BY NOTICES

A **Person** who by operation of law, transfer or otherwise becomes entitled to a share is bound by a notice given by the **Company** in respect of that share (other than a **Section 793 Notice**) which, before his name is entered in the **Register** or **Operator Register**, has been properly given to a **Person** from whom he derives his title to that share.

X. REGISTERS AND RECORDS

179. AVAILABILITY OF RECORDS FOR INSPECTION

The **Company** must keep and make available for inspection to the extent required by the **Statutes** copies or memoranda of the employment contracts of **Directors** (including, without limitation, shadow directors) and all registers and records which the **Company** is required by the **Statutes** to keep and to make available for inspection.

180. OVERSEAS BRANCH REGISTER

The **Company** may exercise those powers conferred by the **Statutes** with regard to the keeping of an overseas branch register of members in any territory permitted by the **Statutes**. Subject to the **Statutes**, the **Board** may make and vary regulations in connection with the keeping of that register.

181. MINUTES

181.1 The **Board** must cause minutes to be made of:

- (a) all appointments of officers made by the **Board**;
- (b) the names of the **Directors** (and any **Alternate Directors**) present at each meeting of the **Board**, a committee of the **Board** or a local board; and

- (c) all resolutions and proceedings at all meetings of the **Company**, the **Holders** of any class of shares in the **Company**, the **Board**, a committee of the **Board** or a local board.

181.2 These minutes, if purporting to be signed by the chairman of the meeting at which the proceedings took place, or by the chairman of the next succeeding meeting, are evidence of the proceedings.

181.3 A register, record, index, minute book, book of account or other book required by these **Articles** or the **Statutes** to be kept by or on behalf of the **Company** may be kept by making entries in bound books or by recording them otherwise than in a legible form (including, without limitation, the use of computer storage facilities) if the recording is capable of being reproduced in a legible form. If bound books are not used, the **Board** must take adequate precautions for guarding against falsification and for facilitating its discovery.

182. DESTRUCTION OF DOCUMENTS

182.1 Subject to article 182.3, the **Company** may destroy:

- (a) each instrument of transfer which has been registered, at any time after the expiration of six years from the date of its registration;
- (b) each other document in respect of which an entry on the **Register** or **Record of Uncertificated Shares** is made, at any time after the expiration of six years from the date on which the entry was first made;
- (c) each share certificate which has been cancelled or ceased to have effect, at any time after the expiration of one year from the date of its cancellation or its ceasing to have effect;
- (d) each notification of change of name or address and each dividend mandate, at any time after the expiration of two years from the date of recording of the information in the notification or mandate;
- (e) each paid dividend warrant or cheque at any time after the expiration of one year from the date of actual payment of the warrant or cheque;
- (f) each share warrant, or coupon relating to a share warrant, which has been surrendered to it at any time after the expiration of one year from the date of surrender; and
- (g) each Proxy Notice, at any time after the expiration of one year after the end of the meeting or adjourned meeting to which the proxy appointment relates.

182.2 It is conclusively presumed in the **Company's** favour that:

- (a) each entry in the **Register** or **Record of Uncertificated Shares** purporting to have been made in respect of an instrument of transfer or other document destroyed in accordance with article 182.1(a) or 182.1(b) was properly made and that such an instrument was valid and effective and properly registered and recorded;
- (b) each certificate destroyed in accordance with article 182.1(c) was valid and effective and properly cancelled;
- (c) each entry in the **Company's** books or records purporting to have been made in respect of any other document destroyed in accordance with article 182.1, was properly made and that document was valid and effective; and

- (d) any other document destroyed in accordance with article 182.1 was a valid and effective document in accordance with the **Company's** records relating to the document.
- 182.3 Articles 182.1 and 182.2 only apply to the destruction of a document in good faith and without express notice to the **Company** that the preservation of the document is relevant to a claim (regardless of the parties to the claim).
- 182.4 This article does not impose on the **Company** a liability which it would not otherwise have if it destroys any document earlier than as specified in article 182.1 or if article 182.3 is not complied with.
- 182.5 If the **Company** destroys a document in accordance with this article, it may delete any information stored electronically which relates to information which is contained in that document.
- 182.6 In this article, a reference to the destruction of a document includes a reference to the disposal of the document in any manner.
- 182.7 This article applies, with all necessary modifications and adaptations, to each instrument of transfer, notification of change of name or address and mandate relating to, and each certificate representing, debentures and any other securities in the **Company's** share or loan capital as it applies to instruments of transfer of, and certificates for, and other documents relating to, shares.

XI. WINDING-UP

183. DISTRIBUTION OF ASSETS IN SPECIE

In the winding-up (whether the liquidation is voluntary or by the court) of the **Company** the liquidator may, with the authority of a special resolution and any other sanction required by the **Statutes**, divide among the **Members** (other than the **Company** in respect of shares held as treasury shares) in specie the whole or any part of the assets of the **Company**, whether or not the assets consist of property of one kind, and may for these purposes set a value as he deems fair on any one or more class or classes of property, and may decide how such a division is to be carried out as between the **Members** or different classes of **Members**. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of **Members** as the liquidator, with the like authority, decides and the liquidation of the **Company** may be closed and the **Company** dissolved, but so that no **Member** is compelled to accept any asset in respect of which there is a liability.

184. SALE BY A LIQUIDATOR

In the case of a sale by the liquidator of the **Company** under section 110 of the Insolvency Act 1986, the liquidator may by contract of sale agree (so as to bind all the **Members**) for the allotment directly to the **Members** (excluding the **Company** in respect of shares held as treasury shares) of the proceeds of sale in proportion to their respective interests in the **Company**, and may also by that contract limit a time at the expiration of which obligations or shares not accepted are deemed to have been irrevocably refused and are at the disposal of the **Company**. The power of sale of a liquidator includes a power to sell wholly or partly in exchange for the securities, debentures or other obligations of another company, either then already constituted, or about to be constituted for the purpose of carrying out the sale.

XII. INDEMNITIES

185. **INDEMNITY TO DIRECTORS AND OTHER OFFICERS**

To the extent permitted by the **Statutes**, the **Company** is entitled to indemnify out of the assets of the **Company** each **Director**, **Secretary** or other officer of the **Company** or of an associated company of the **Company** against each loss, cost and liability incurred by him in relation to or in connection with his duties, powers or office, including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme. This article 185 is deemed not to provide for, or entitle any **Person** to, indemnification to the extent that it would cause this article 185 or any element of it to be treated as void under the **Statutes**. This article 185 does not authorise indemnification of a **Person** appointed as an auditor of the **Company** (whether or not an officer).

186. **INSURANCE FOR DIRECTORS AND OTHERS**

186.1 Without prejudice to article 185 and to the extent permitted by the **Statutes**, the **Board** may purchase and maintain **Insurance** for the benefit of a **Person** who is or was at any time:

- (a) a director, officer or employee of the **Company** or a company (a "**Specified Company**") which is a subsidiary or in any way allied to or associated with the **Company** or a subsidiary of the **Company**;
- (b) a director, officer or employee of a predecessor of the business of the **Company** or a **Specified Company**;
- (c) a trustee of a pension fund in which an employee of the **Company** or a **Specified Company** is interested.

186.2 In article 186.1, "**Insurance**" includes, without limitation, insurance against any liability incurred by a **Person** referred to in article 186.1 in respect of an act or omission in the actual or purported execution or discharge of his duties, or in the exercise or purported exercise of his powers, or otherwise in relation to his duties, powers or offices, in relation to the **Company**, a **Specified Company** or a pension fund referred to in article 186.1.

187. **SECURITY FOR PERSONAL LIABILITY IN RELATION TO SUMS DUE BY THE COMPANY**

If a **Director** or other **Person** becomes personally liable for the payment of an amount primarily due from the **Company**, the **Board** may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the **Company** by way of indemnity to secure the **Director** or other **Person** from incurring any loss in respect of that liability.

5 May 2010



CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION OF PRIVATE COMPANY
AS A PUBLIC COMPANY

Company No. 3004377

The Registrar of Companies for England and Wales hereby certifies that

Millennium & Copthorne Hotels plc

formerly registered as a private company has this day been re-registered under the Companies Act 1985 as a public company and that the company is limited.

Given at Companies House, London, the 27th March 1996

S Bashir

For The Registrar Of Companies



C O M P A N I E S H O U S E



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 3004377

The Registrar of Companies for England and Wales hereby certifies that
MILLENNIUM HOTELS (UK) LIMITED

having by special resolution changed its name, is now incorporated
under the name of
MILLENNIUM & COPTHORNE HOTELS LIMITED

Given at Companies House, Cardiff, the 14th November 1995

E. P. Owen

MRS. E. P. OWEN

For the Registrar of Companies



C O M P A N I E S H O U S E

HC006A



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 3004377

The Registrar of Companies for England and Wales hereby certifies that
MILLENNIUM HOTELS (UK) LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 22nd December 1994


M. LEWIS

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007A

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

OF

MILLENNIUM & COPTHORNE HOTELS PLC

PASSED ON 5 MAY 2010

At an Annual General Meeting held on 5 May 2010, the following Resolutions were duly passed as a Special Resolutions:

SPECIAL RESOLUTIONS

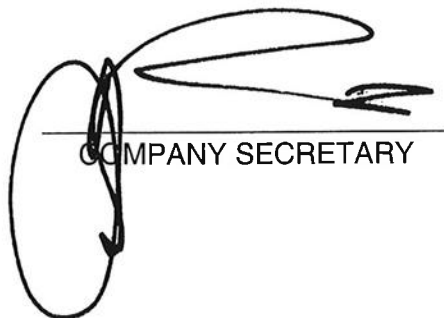
13. That the directors be and they are hereby empowered pursuant to section 570 of the Act to allot equity securities (within the meaning of section 560 of the Act) for cash, pursuant to the authority conferred by Resolution 12 above:

- (i) in connection with an offer of securities (but in the case of the authority granted under paragraph (b) of Resolution 12 by way of rights issue only) in favour of ordinary shareholders where the equity securities respectively attributable to the interests of the ordinary shareholders are proportionate (as nearly as may be) to the respective numbers of ordinary shares held by them and holders of other equity securities as required by the rights of those securities or as the directors otherwise consider necessary or appropriate, subject to such exclusions or other arrangements as the directors may deem necessary or expedient in relation to fractional entitlements, legal or practical problems under the laws of, or the requirements of any relevant regulatory body or stock exchange in, any territory, or any other matter; and
- (ii) otherwise than under paragraph (i), up to a total nominal value of £4,646,108,

on the following terms: (a) this power expires (unless previously renewed, varied or revoked) upon the expiry of the general authority conferred by Resolution 12 above, and (b) the directors may make offers or agreements before the expiry of such authority which would or might require equity securities to be allotted after such expiry and the directors are entitled to allot equity securities pursuant to any such offer or agreement as if this power had not expired, and (c) this power is in substitution of all unexercised powers given for the purposes of section 570 of the Act.

14. That the Company is generally and unconditionally authorised to make market purchases (as defined in section 693(4) of the Act) of ordinary shares of 30p each in the capital of the Company on the following terms:
- (a) the maximum number of ordinary shares which may be purchased is 30,974,058 (representing 10 per cent of the Company's issued share capital as at 17 March 2010);
 - (b) the minimum price, exclusive of costs, which may be paid for each ordinary share is 30p;
 - (c) the maximum price, exclusive of costs, which may be paid for each ordinary share is an amount equal to not more than 105 per cent of the average of the market value for the share as derived from the Daily Official List of the London Stock Exchange for the five business days immediately preceding the date on which the share is contracted to be purchased;
 - (d) this authority expires (unless previously renewed, varied or revoked) on the earlier of 30 June 2011 or the date of the Company's next annual general meeting; and
 - (e) before this authority expires, the Company may make a contract to purchase its own shares under this authority which would or might involve the Company purchasing its own shares after this authority expires.
15. That a general meeting other than an annual general meeting may be called on not less than 14 clear days' notice until the earlier of 30 June 2011 or the date of the Company's next annual general meeting.
16. That, with effect from conclusion of the meeting, the articles of association contained in the document produced to the meeting, and for the purpose of identification marked "A" and signed by the Chairman of the meeting, be approved and adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the current articles of association of the Company.

I hereby certify that the foregoing are true and accurate copies of the resolutions duly passed.



COMPANY SECRETARY