

**Company No. 3821411**

**THE COMPANIES ACTS 1985 to 2006  
A PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**- of -**

**TERTIARY MINERALS PLC**

**Incorporated 3 August 1999)**

**(as adopted by Special Resolution passed on 30 January 2009)**

**Cobbetts LLP  
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Manchester  
M2 3HZ**

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**PUBLIC COMPANY**

THE COMPANIES ACT 1985 TO 2006

A PUBLIC COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION**

**OF**

**TERTIARY MINERALS PLC**

("the Company")

(adopted by Special Resolution passed on 2008)

**i : Preliminary**

**Preliminary**

- 1 No regulations or articles for management of a Company contained or set out in any act of parliament or statutory instrument concerning companies shall apply to the Company and the following shall be the Articles of Association of the Company.

**Interpretation**

- 2.1 In these Articles, if not inconsistent with the subject or context and save for those words and expressions defined solely for the purpose of a specific Article, the words and expressions standing in the first column below shall bear the meanings set opposite to them respectively in the second column:

**"1985 Act"** the Companies Act 1985 (as amended);

**"2006 Act"** the Companies Act 2006 (as amended);

**"Acts"** the 1985 Act, the Companies Act 1989 (as amended) and the 2006 Act so far as they are each respectively for the time being in force;

**"Articles"** these Articles of Association as originally framed or as altered

	or amended from time to time;
<b>“Chairman”</b>	the chairman for the time being of the Directors;
<b>“clear days”</b>	in relation to a period of notice, that period excluding both the day when the notice is served (or deemed to be served) in accordance with these Articles and the day for which it is given or on which it is to take effect;
<b>“connected”</b>	in relation to a Director of the Company, has the meaning given to it in section 254 of the 2006 Act;
<b>“Directors”</b>	the directors of the Company for the time being
<b>“Document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>“electronic form”</b>	has the meaning given in section 1168 of the 2006 Act;
<b>“month”</b>	a calendar month;
<b>“office”</b>	the registered office for the time being of the Company;
<b>“Recognised Person”</b>	a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange which is designated for the purposes of the Acts;
<b>“register”</b>	the register of members of the Company required to be kept by the Acts;
<b>“Regulations”</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No 3755) including any modification thereof or any regulation in substitution thereof for the time being in force
<b>“Seal”</b>	the common seal of the Company;
<b>“Statutes”</b>	the Acts and every other act of parliament and statutory instrument for the time being in force concerning companies and affecting the Company;
<b>“Stock Exchange”</b>	the London Stock Exchange plc or its successors;
<b>“Transfer Office”</b>	the place where the register is kept for the time being (subject to the requirements of the Acts);
<b>“United Kingdom”</b>	the United Kingdom of Great Britain and Northern Ireland;

**“in writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

- 2.2** Any reference to any section or provision of any act of parliament shall, if not inconsistent with the subject or context, include every statutory modification, addition or re-enactment thereto or thereof for the time being in force.
- 2.3** Any reference herein to a share being in uncertificated form are references to that share being an uncertificated unit of a security.
- 2.4** Any reference to a numbered Article shall be a reference to the Article bearing that number in these Articles and includes reference to such Article as amended from time to time and any reference in an Article to an Article or sub-Article shall, unless stated otherwise, be to an Article or sub-Article of such Article.
- 2.5** Any reference to a numbered section, Part or Schedule to an Act shall, unless stated otherwise, be a reference to the section, Part or Schedule bearing that number in that Act.
- 2.6** where an ordinary resolution of the Company is expressed to be required for any purpose, a special resolution is also effective for that purpose.
- 2.7** The expression “meeting of the Company” shall be deemed to include, unless the context otherwise requires, a separate meeting of the holders of any class of shares and the expression “meeting” shall be construed accordingly.
- 2.8** Words importing the singular number shall include the plural, and vice versa. Words importing the masculine gender shall include the feminine, and persons shall include body corporates *mutatis mutandis*.
- 2.9** Save as aforesaid any words or expressions defined in the Acts shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.
- 2.10** Save as aforesaid any words or expressions used or defined in the Regulations shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.
- 2.11** The headings are inserted for convenience and shall not affect the construction of these Articles.

## **ii : Capital**

### **Authorised share capital**

- 3.** The share capital of the Company at the date of the adoption of these Articles is £1,500,000.00

divided into 150,000,000 shares of 1p each.

4. Without prejudice to any rights for the time being conferred on the holders of any shares or class of shares any share in the Company may be allotted and issued with such preferred, deferred or other rights, or such restrictions, whether in regard to dividend, return of capital, voting, conversions or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, failing such determination, as the Directors may determine).

#### **Redemption and purchase of the Company's shares**

- 5.1 Subject to the provisions of the Acts, any share may be issued on terms that it is, or at the option of the Company or the holder thereof is to be liable, to be redeemed.
- 5.2 The Company may purchase its own shares (including any redeemable shares) but so that no such purchase shall take place save in accordance with the Statutes.

#### **Variation of class rights**

- 6.1 Subject to the provisions of the Acts, if at any time the capital of the Company is divided into different classes of shares, the rights attached to any class may be varied, either whilst the Company is a going concern or during or in contemplation of a winding-up, either (a) in such manner (if any) as may be provided by such rights or (b) in the absence of any such provision, with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, but not otherwise.
- 6.2 Any meeting for the purpose of Article 6.1 shall be convened and conducted in all respects as nearly as possible in the same way as an General Meeting of the Company and all the provisions of these Articles as to such general meetings shall *mutatis mutandis* apply, but no Member not being a Director shall be entitled to notice thereof, and no person not being a Director or the duly appointed proxy of a Member entitled to shares of the class shall be entitled to attend thereat, unless he holds shares of the class intended to be affected by the resolution, and votes shall only be given in respect of shares of that class. At any such meeting or any adjournment thereof the quorum shall be persons holding or representing by proxy at least one-third of the issued shares of the class, and a poll may be demanded at any such meeting by any three holders of shares of the class present in person or by proxy and entitled to vote at the meeting, or by any person or persons holding or representing by proxy and entitled to vote in respect of shares of the class being not less than one-twentieth of the whole of the issued shares of the class.
- 6.3 The rights conferred upon the holders of any shares or class of shares issued with preferred or other rights shall not (unless otherwise expressly provided by the rights attached to any such shares) be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or subsequent thereto but in no respect in priority thereto.

### **Trusts of shares**

7. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and (except only as by these Articles or by law otherwise provided) the Company shall not be bound by or recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or any other right in respect of any share, except an absolute right to the entirety thereof in the holder.

### **iii : Allotment of Shares**

#### **Allotment of Shares**

- 8 Subject to the provisions of the Statutes regarding pre-emption rights and any resolution of the Company relating thereto or to any authority to allot relevant securities, all of the shares of the Company for the time being unissued shall be under the control of the Directors who may generally and unconditionally allot (with or without conferring a right of renunciation), grant options or warrants over, offer or otherwise deal with or dispose of the same to or in favour of such persons, on such terms and conditions, at a premium or at par and at such times as the Directors think fit.

#### **Power to pay commission and brokerage**

9. In addition to all other powers of paying commissions, the Company may pay commissions to persons subscribing or procuring subscriptions for shares in the Company, or agreeing to do so whether absolutely or conditionally, in the manner and to the extent permitted by section 97 of the 1985 Act. The Company may also, on any issue of shares, pay such brokerage as may be lawful. Such commission or brokerage may be satisfied in cash or by the allotment and issue of shares paid up fully or in part, or in a combination of cash and the allotment and issue of such shares or options or warrants with the rights to convert to shares.

### **iv : Certificates**

#### **Form of share certificates and method of execution**

10. Every share certificate shall be issued under the seal (or, in the case of shares on an overseas branch register, an official seal for use in the relevant territory) or signed (whether personally or otherwise and including by facsimile signature, howsoever applied) by a Director and the secretary or by two Directors. Each certificate shall specify the number and class of shares to which it relates, the amount paid up thereon and the distinguishing numbers (if any) of the shares to which it relates. No certificate shall be issued representing shares of more than one class.

#### **Entitlement to receive share certificates**

- 11.1 Every person (other than a Recognised Person in respect of whom the Company is not by law

required to complete and have ready for delivery a certificate) whose name is entered as a Member in the Register of Members shall be entitled without payment to one certificate for all the shares of each class for the time being held by him, or upon payment of such reasonable sum as the Directors may from time to time determine for every certificate after the first, to several certificates, each for one or more of his shares. Every certificate shall be issued within two months after allotment or the lodgment with the Company of the transfer of the shares, not being a transfer which the Company is for any reason entitled to refuse to register and does not register, unless the conditions of issue of such shares otherwise provide, and shall be under the seal or under the official seal kept by the Company and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon. The Company shall not be bound to register more than four persons as the joint holders of any share or shares (except in the case of executors or trustees of a deceased Member), and in the case of a share held jointly by several persons the Company shall not be bound to issue more than one certificate therefor, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

- 11.2** Where a Member has transferred some only of the shares comprised in a share certificate, the old certificate shall be cancelled and a new certificate for the balance of such shares shall be issued in lieu without charge.

#### **Uncertificated shares**

- 12.1** The Directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be a participating security (subject always to the Regulations and the facilities and requirements of the relevant system concerned). Where they do so, Articles 12.2 and 12.3 shall commence to have effect immediately prior to the time at which the operator of the relevant system concerned permits the class of shares concerned to be a participating security.
- 12.2** In relation to any class of shares which is, for the time being, a participating security, and for so long as such class remains a participating security, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:
- 12.2.1 the holding of shares of that class in uncertificated form;
  - 12.2.2 the transfer of title to shares of that class by means of a relevant system; or
  - 12.2.3 the Regulations.
- 12.3** Without prejudice to the generality of Article 12.2 and notwithstanding anything contained in these Articles, where any class of shares is, for the time being, a participating security (such class being referred to hereinafter as the "Relevant Class"):

- 12.3.1 the register relating to the Relevant Class shall be maintained at all times in the United Kingdom;
- 12.3.2 shares of the Relevant Class may be issued in uncertificated form in accordance with and subject as provided in the Regulations;
- 12.3.3 unless the directors otherwise determine, shares of the Relevant Class held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings;
- 12.3.4 shares of the Relevant Class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the Regulations;
- 12.3.5 title to shares of the Relevant Class which are recorded on the register as being held in uncertificated form may be transferred by means of the relevant system concerned and accordingly (and in particular) Articles and 27.1, 27.2 and 28.1 shall not apply in respect of such shares to the extent that those Articles require or contemplate the effecting of a transfer by an instrument in writing and the production of a certificate for the share to be transferred;
- 12.3.6 the Company shall comply with the provisions of Regulations 21 and 22 in relation to the Relevant Class and Article 31 in particular shall be read as subject to Regulation 22;
- 12.3.7 the provisions of these Articles with respect to meetings of or including holders of the Relevant Class, including notices of such meetings, shall have effect subject to the provisions of Regulation 34; and
- 12.3.8 Articles 10 and 11 shall not apply so as to require the Company to issue a certificate to any person holding shares of the Relevant Class in uncertificated form.

- 13. Subject to the Statutes, the Company may issue shares in uncertificated form and permit the same (whether or not in such form) to be transferred without the production of written forms of transfer or the creation of certificates and the Board may from time to time lay down regulations governing such issue and transfer, which Regulations shall (to the extent they specify) operate in substitution for the relevant provisions of these Articles governing certificates and the transfer of shares.

#### **Issue of replacement share certificates**

- 14. If a share certificate shall be damaged, defaced, worn out or alleged to have been lost stolen or destroyed, a new certificate representing the same shares may be issued to the holder upon request subject, unless the Directors otherwise agrees, to delivery up of the old certificate or (if it

shall be alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity (if any) and the payment of any exceptional out of pocket expenses of the Company in connection with the request as the Directors may think fit but without any further or other charge.

## **v : Lien**

### **Lien**

- 15.** The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single Member for all the debts and liabilities of such Member or his estate to the Company. Such liens shall apply whether before or after notice is given to the Company of any equitable or other interest of any person other than the holder or holders of such share, whether the time for payment or discharge of the same shall have arrived or not and notwithstanding that the same are joint debts or liabilities of such holder or his estate and any other person whether a Member of the Company or not, but the Directors at any time may waive any lien which has arisen and may resolve that any share shall be (or be issued on terms that it is) wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends or other monies payable thereon or in respect thereof.

### **Enforcement of lien**

- 16.1** The Company may sell, in such manner as the Directors think fit, all or any of the shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been given to the holder for the time being of the shares or the person entitled to the shares by reason of the death or bankruptcy of such holder or otherwise by operation of law.
- 16.2** The net proceeds of such sale, after payment of the costs thereof, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

## **vi : Calls on Shares**

### **Calls**

- 17.1** Subject to the provisions of these Articles and to the terms of allotment thereof, the Directors may from time to time make calls upon the Members in respect of any monies unpaid on their shares and each Member (subject to receiving at least 14 days notice in writing specifying the time or times and place of payment) shall pay to the Company at the time or times and place so specified the amount called on his shares. A call may at any time before receipt by the Company of a sum due thereunder be revoked in whole or in part, and payment of a call may in whole or in part be postponed, as the Directors may determine. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 17.2** A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.
- 17.3** Any sum or non-cash consideration which by the terms of allotment of a share or pursuant to the Acts is or becomes due upon allotment or at any fixed date thereafter whether on account of the nominal amount of the share or by way of premium shall for all purposes of these Articles be deemed to be a call duly made and due on the date on which, by the terms of allotment or pursuant to the Acts, the same becomes due. In the case of non-payment, all the relevant provisions of these Articles as to payment of interest, costs, charges and expenses, forfeiture or otherwise shall apply as if such sum had become due by virtue of a call duly made and notified.

### **Liabilities of joint holders**

- 18.** The joint holders of a share shall be jointly and severally liable to pay all calls, instalments, interest and other moneys payable in respect thereof.

### **Interest on unpaid calls**

- 19.** If a sum called in respect of any share or any money payable on a share under the terms of allotment is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 20 per cent per annum) as the Directors may determine and interest at that rate shall be payable after as well as before any order of a court. Such person shall also pay all costs, charges and expenses which the Company may have incurred or become liable for in seeking payment of, or in consequence of such non-payment of such call or instalment, but the Directors shall be at liberty to waive payment of such interest, costs, charges and expenses wholly or in part.

### **Board's power to differentiate regarding calls**

20. The Directors may on the issue of shares differentiate between the shares issued as to the amount of calls to be paid and the times of payment.

### **Payment for shares in advance of calls**

21. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money unpaid upon the shares held by such Member beyond the sums actually called up thereon as a payment in advance of calls, and such payment in advance of calls shall to that extent extinguish the liability on the shares in respect of which it is advanced. The Company may (but shall not be obliged to) pay interest upon the money so received (until and to the extent that such sum would but for such advance become payable) at such rate as the Member paying such sum and the Directors agree upon.

## **vii : Forfeiture**

### **Notice requiring payment of unpaid calls**

- 22.1 If a Member fails to pay in full any call or instalment of a call before or on the day appointed for payment thereof, the Directors may at any time thereafter serve a notice in writing on such Member (or on the person becoming entitled to the share by transmission on death or bankruptcy or otherwise by operation of law) requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such non-payment.
- 22.2 The notice shall name a further day (not earlier than 14 days from the date of service thereof) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed the shares on which the call was made or instalment is payable will be liable to be forfeited.

### **Forfeiture of shares**

- 23.1 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all amounts specified in such notice as being due has been received by the Company, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared on the forfeited share and not actually paid before the forfeiture and any dividends on such share which may have been declared and paid but which have not been claimed by the payee at the date of the resolution of the Directors by which such share is forfeited. The Directors may accept the surrender of any share liable to be forfeited hereunder and in such case references in these Articles to forfeiture shall include surrender.

- 23.2** When any share has been forfeited, notice in writing of the forfeiture shall be served upon the person who was before the forfeiture the holder of that share (or the person entitled thereto by transmission as aforesaid) and an entry of such notice having been given, and of the forfeiture, with the date thereof, shall be made forthwith in the register opposite the entry in respect of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make such entry as aforesaid.
- 23.3** Upon being forfeited a share shall become the property of the Company and at any time thereafter may be sold, re-allotted (subject to the provisions of these Articles) or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit including the remission of the whole or any part of the interest made payable by Article 21. At any time before such a sale, re-allotment or disposal the forfeiture may be annulled or cancelled on such terms as the Directors thinks fit. The Directors may, if necessary, authorise some person to transfer a forfeited share to any person as aforesaid.

**Former holder of forfeited shares remains liable for unpaid calls**

- 24.** A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with interest thereon at such rate (not exceeding 20 per cent per annum) as the Directors may determine, from the date of forfeiture until payment (after as well as before any order of court), but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 25.** A statutory declaration signed by the declarant stating that he is a Director or the secretary of the Company and that a share has been duly forfeited or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together with the certificate for the share delivered to a purchaser or allottee thereof, shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall be discharged from all calls, interest and expenses (if any) in connection therewith made or incurred prior to such sale, re-allotment or disposal and shall not be bound to see to the application of the consideration (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in relation to the forfeiture, sale, re-allotment or disposal of the share.

## **viii : Untraced Shareholders**

### **Company's power to sell shares**

- 26.1** The Company shall be entitled to sell in such manner as the Directors thinks fit at the best price reasonably obtainable the shares of a Member, or the shares to which a person is entitled by transmission in consequence of the death or bankruptcy of the Member or otherwise by operation of law, if and provided that:
- 26.1.i** during the period of 12 years prior to the date of the publication of the advertisement referred to in Article 26.1.ii, (or, if published on different dates, the earlier thereof) at least three dividends (whether interim or final) in respect of the relevant shares have become payable and no such dividend has been claimed; and
  - 26.1.ii** the Company shall have published the advertisement referred to in Article 26.1.i, both in a national newspaper circulating in the United Kingdom and in a newspaper circulating in the area of the address appearing against the shareholder's name in the register or in the area of such other address as such Member or the person so entitled by transmission shall have instructed the Company to pay dividends, giving notice of its intention to sell the said shares; and
  - 26.1.iii** during the said period of 12 years and the period of three months following the publication of such advertisement and prior to the exercise of the power of sale, the Company shall have received no communication from such shareholder or other person entitled by transmission as aforesaid to such shares; and
  - 26.1.iv** notice in writing shall have been given to the Stock Exchange (if appropriate) of its intention so to sell the shares.
- 26.2** To give effect to any sale to be made pursuant to the provisions of these Articles or of any of the other provisions of these Articles, the Directors may appoint any person to execute as transferor an instrument of transfer of such shares or any of them and such instrument of transfer shall be as effective as if it had been executed by the holder of, or person so entitled by transmission to, such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The Company shall account to the holder of, or other person so entitled to, such shares for the net proceeds of such sale, subject to a demand to account therefor being received by the Company within 12 years of the date of such sale, and the Company shall be deemed to be his debtor, and not a trustee for him or her, in respect of the same. Any monies not accounted for to the holder of, or other person so entitled to, such shares shall be carried to a separate account. Monies carried to such separate account may either be

employed in the business of the Company or invested in such investments as the Directors may from time to time think fit and any profits made thereby and interest or other income earned thereon shall belong to the Company which shall have no obligation to account therefor to the holder of, or other person so entitled to, such shares.

- 26.3** If on two consecutive occasions (or following only one occasion, when reasonable enquiries have failed to establish a new address for the registered holder) cheques or warrants in payment of dividends or other moneys payable on or in respect of any share have been returned undelivered or left uncashed during the periods for which the same are valid, the Company need not thereafter despatch further cheques or warrants in payment of dividends or other monies payable on or in respect of the share in question until the holder or the first named of joint holders on the register or other person entitled thereto shall have communicated with the Company and supplied to the Company, by notice in writing signed by such holder or other person, an address for the purpose.
- 26.4** The Directors may exercise the power of the Company conferred by Article 26.3 in respect of any dividend or other such payment falling due to be paid one month after notice of the Company's intention to exercise such powers has been served on the relevant Member by recorded delivery post.
- 26.5** All moneys represented by cheques not despatched by the Company under the provisions of Article 26.3 shall be deemed to be unclaimed dividends or moneys and the provisions of this Article shall apply thereto.

## **ix : Transfer of Shares**

### **Form of transfers**

- 27.1** All transfers of shares shall be effected by transfer in writing in any usual or common form or in any other form which the Directors may approve and need not be under seal.
- 27.2** The instrument of transfer shall be signed by or on behalf of the transferor and, in the case of a partly paid share, by the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

### **General conditions as to transfer**

- 28.1** The Directors may decline to recognise any instrument of transfer, unless it is:
- 28.1.i** duly stamped, deposited at the registered office or such other place as the Directors may appoint, and accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

**28.1.ii** in respect of only one class of share; and

**28.1.iii** in favour of not more than four transferees.

#### **Board's power to refuse to register transfers in certain cases**

**29.1** The Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of shares (not being fully paid shares).

**29.2** If the Directors decline to register a transfer of any shares, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice in writing of the refusal.

#### **Registration fees**

**30.** The Company shall not be entitled to charge any fee in respect of the registration of any instrument of transfer, probate, letters of administration, certificate of marriage or death, power of attorney, stop notice or other document relating to or affecting the title to any shares.

#### **Suspension of the registration of transfers**

**31.** Subject to the Acts, the registration of transfers of shares, or of any class of shares in the capital of the Company, may be suspended at such times and for such periods as the Directors may from time to time determine provided always that such registration shall not be suspended for more than 30 days in any calendar year.

#### **Company to retain transfers and power of Company to destroy transfers and related documents**

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

**32.2** Subject as hereinafter provided the Directors shall be entitled to destroy all instruments of transfer of shares of the Company which shall have been registered, at any time after the expiration of six years from the date of registration thereof and all registered share certificates which have been cancelled, at any time after the expiration of three years from the date of cancellation thereof and it shall conclusively be presumed in favour of the Company that every such instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every share certificate so destroyed was a valid certificate duly and properly cancelled provided always that:

**32.2.i** the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which

the document might be relevant;

- 32.2.ii** nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled.

References herein to the destruction of any documents include references to the disposal thereof in any manner.

### **Renunciation of allotment**

- 33.** The Directors may at any time after the allotment of shares but before any person has been entered in the register as the holder recognise a renunciation by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose. In this Article "allottee" includes provisional allottee and any person in whose favour an allotment has been previously renounced.

### **x : Transmission of Shares**

- 34.1** In the case of the death of a Member, the survivors or survivor where the deceased was a joint holder, or the legal Personal Representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares held by such Member, but nothing contained in these Articles shall release the estate of a deceased Member from any liability in respect of any share jointly or solely held by such Member.
- 34.2** Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may upon such evidence as to his title being produced as may from time to time be reasonably required by the Directors, and subject as hereinafter provided, elect either to be registered as holder of the share or to have some person nominated by him registered as the transferee thereof.
- 34.3** If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by signing a transfer of the share in favour of that person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by such member.
- 34.4** Save as otherwise provided by or in accordance with these Articles, a person becoming entitled

to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law shall (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) be entitled to receive, and may give a good discharge for, any dividends and other moneys payable in respect thereof as if he were the registered holder thereof. Such person shall also be entitled to all other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it 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, provided that the Directors may at any time give notice requiring any such person to elect either to be registered or to transfer the share and, if the notice is not complied with within such period (being not less than 42 days) as the Directors may fix, the Company may thereafter:

**34.4.i** withhold payment of all dividends and other moneys payable in respect of the share (but any such action shall not constitute the Company a trustee in respect of any such dividends or other moneys) and suspend any other advantages to which such person would otherwise be entitled in respect of the share until the requirements of the notice have been complied with; and/or

**34.4.ii** sell the share at the best price reasonably obtainable in such manner as the Directors think fit and, subject to the provisions of these Articles generally, the provisions of Article 26 shall apply to such sale.

#### **xi : Alterations of Capital**

**35.** The Company may by ordinary resolution:

**35.1** increase its share capital by such sum to be divided into shares of such nominal amounts, and denominated in such currency or currencies, as the resolution shall prescribe; and/or

**35.2** consolidate and divide all or any of its share capital into shares of larger nominal amount than its existing shares; and/or

**35.3** subject to the provisions of the Acts, sub-divide all or any of its share capital into shares of smaller nominal amount, and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others, as the Company has power to attach to shares upon the allotment thereof; and/or

**35.4** cancel any shares which, at the date of the passing of the resolution, have not been subscribed or agree to be subscribed by any person, and diminish the amount of its share capital by the amount of the shares so cancelled;

and may by Special Resolution:

- 35.5** reduce its share capital or any capital redemption reserve or any share premium account or any other undistributable reserve in any manner authorised by the Acts.
- 36.** Upon any consolidation of fully paid shares into shares of larger nominal amount the Directors may settle any difficulty which may arise with regard thereto as it thinks fit and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares so consolidated determine which shares are consolidated into each consolidated share and in the case of any 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) may make such arrangements for the allocation, acceptance or sale of the consolidated share or any fractions thereof and for the distribution to the Member entitled thereto of any moneys received in respect thereof as may be thought fit and for the purpose of giving effect thereto may appoint some person to transfer the consolidated share or any fractions thereof and to receive the purchase price therefor and any transfer executed in pursuance thereof shall be effective and after such transfer has been registered no person shall be entitled to question its validity.
- 37.1** Subject to any restrictions for the time being imposed by law, the Directors on behalf of the Company may exercise the power of issuing warrants in respect of fully paid shares stating that the bearer is entitled to the shares specified in the warrants as conferred by section 779 of the 2006 Act, and may determine and from time to time vary the conditions on which:
- 37.1.1** share warrants may be issued and replaced; provided that no fresh warrants shall be issued except on proof to the satisfaction of the Directors that the original warrant has been destroyed;
- 37.1.2** the bearer of a share warrant is to be entitled to attend and vote at meetings of the Company or of any class of its members; and
- 37.1.3** a share warrant may be surrendered and the name of the bearer entered in the register in respect of the shares specified in the warrant;
- 37.2** The bearer of a share warrant shall be subject to the conditions relating to share warrants for the time being in force, whether made for or after its issue; but subject to those conditions and to the provisions of the Acts the bearer of the share warrant shall be deemed to be the holder of the shares specified in it for all the purposes of these Articles.
- 37.3** The Directors shall secure that, on the issue or surrender of a share warrant, the Company complies with the provisions of section 355 of the 1985 Act with respect to the making and deletion of entries in the Register of Members.

## **xii : General Meetings**

### **Annual General Meeting**

38. Save for the first year following incorporation the Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and the next. The Annual General Meeting shall be held at such time and place as the Directors shall determine.

### **General Meetings**

39. All General Meetings other than Annual General Meetings shall be called General Meetings. The Directors may convene a General Meeting whenever they think fit (and shall in any event do so when and in the manner required by the Acts) and at such time and place as they shall determine, and General Meetings shall be convened by the Directors on requisition in accordance with the Acts.

### **Length of notice**

40. An annual general meeting shall be called by not less than 21 clear days' notice in writing and all other general meetings shall be called by not less than fourteen clear days' notice in writing. Every notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted, and in the case of an annual general meeting shall specify the meeting as such. Notices shall be given in manner hereinafter mentioned to all the members, other than those who under the provisions of these Articles or the conditions of issue of the shares held by them are not entitled to receive the notice, to the directors (including the alternate directors) and to the auditors for the time being and (where required by the Acts) former auditors of the Company.

### **Notice to state right of Member to appoint a proxy**

41. In every notice calling a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of such Member and that a proxy need not be a Member.

### **Board to send out instruments of proxy to all Members**

42. The Directors shall send, by post or otherwise, to the Members entitled to be sent notice of a meeting and to vote thereat instruments of proxy (with or without stamped envelopes or other pre-paid or similar postal facilities for their return) for use at any meeting of the Company, either in blank or nominating in the alternative to act as a proxy any one or more of the Directors or any

other person. The accidental omission to send such an instrument to or the non-receipt thereof by, any Member entitled to attend and vote at a meeting shall not invalidate the proceedings of that meeting.

#### **Notice to be given of Members' resolutions upon requisition**

43. The Directors shall on the requisition of Members in accordance with the provisions of the Acts, but subject as therein provided:
- 43.1** give to the Members entitled to receive notice of the next annual general meeting notice of any resolution which may properly be moved and is intended to be moved at that meeting, and
- 43.2** circulate to the Members entitled to receive notice of any General Meeting, any statement of not more than 1,000 words (or in excess of such amount in the absolute discretion of the Directors) with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.

#### **Accidental omission or non-receipt of notice**

44. The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by any person entitled to receive such notice shall not invalidate the proceedings at any General Meeting.

### **xiii : Proceedings at General Meetings**

#### **Quorum**

45. No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as in these Articles otherwise provided, two members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

#### **Overflow meetings and other arrangements**

- 46.1** In the case of any general meeting the Directors or the Chairman of the meeting may, notwithstanding the notice specifying the place of the General Meeting (the "Principal Place"), make arrangements for simultaneous attendance at and participation in (including by way of video-link) the general meeting at some other place or places by Members and proxies entitled to attend the general meeting but excluded from the Principal Place under the provisions of this Article.
- 46.2** Such arrangements shall be designed:
- 46.2.i** to operate so that it is practicable for any Members and proxies excluded from attendance at the Principal Place to attend at one of the other said places; and

**46.2.ii** to afford to Members and proxies entitled to attend the meeting an opportunity of being admitted to the Principal Place, whether by means of the issue of tickets or the imposition of some random means of selection or otherwise as the Directors or the Chairman of the meeting shall in its or his absolute discretion consider to be appropriate;

and the Directors or the Chairman of the meeting may from time to time vary any such arrangements or make new arrangements in their place and the entitlement of any Member or proxy to attend a general meeting at the Principal Place shall be subject to such arrangements as may be for the time being in force whether or not stated in the notice of the meeting.

**46.3** For the purpose of all the provisions of these Articles any such meeting shall be treated as being held and taking place at the Principal Place.

**46.4** The Directors 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 a general meeting and for the promotion of the business. Such arrangement may include, without limitation, searching a person and his property and restricting the items to be taken into the meeting place. The Directors or the Chairman of the meeting may refuse entry to (or arrange the removal from) a meeting to or of a person who refuses to comply in whole or in part with such arrangements or restrictions or actions.

#### **Adjournment or dissolution for lack of quorum**

**47.** If within 15 minutes from the time appointed for a general meeting a quorum is not present the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such later day and at such time and place as the Directors or the Chairman of the meeting may determine.

#### **Chairman of the meeting**

**48.** The Chairman shall be entitled to preside at every General Meeting, but if there be no Chairman, or if at any meeting the Chairman shall not be present within 15 minutes after the time appointed for holding such meeting and willing to preside, the deputy Chairman, or if there shall be more than one deputy Chairman and more than one be present, then one of such deputy Chairmen, selected by agreement between them or in default of agreement by lot, shall be entitled to preside, and if neither the Chairman nor any deputy Chairman shall be present within 15 minutes as aforesaid and willing to preside, the vice-Chairman shall be entitled to preside, or if there shall be more than one vice-Chairman and more than one present, then one of such vice-Chairman, selected by agreement between them or in default of agreement by lot, shall be entitled to preside, and if there be no such Chairman, deputy Chairman or vice-Chairman or if none of them shall be present within 15 minutes as aforesaid and willing to preside, the Members present shall

choose another Director as Chairman of the meeting, or if one Director only be present he shall preside if willing to do so. If no Director is present or if all the Directors present decline to take the chair, then the Members present shall choose one of their number to act as Chairman of the meeting.

#### **Adjournment for other reasons**

49. The Chairman of the meeting may at any time without the consent of the meeting adjourn any general meeting at which a quorum is present either *sine die* or to another time and at such place as he shall determine where it appears to him that (a) the Members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting, (b) the conduct of persons present prevents or is likely to prevent the orderly conduct of business, or (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted. In addition, the Chairman of the meeting may at any time with the consent of any general meeting at which a quorum is present adjourn the meeting either *sine die* or to another time and at the same or a different place. When a meeting is adjourned *sine die* the time and place for any adjourned meeting shall be fixed by the Board. No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

#### **Notice of adjourned meeting**

50. When a meeting is adjourned for 14 days or more, not less than seven clear days' notice of the adjourned meeting shall be given. Such notice may be given by advertisement published on the same date in at least two leading daily newspapers in the United Kingdom and such notice shall be deemed to have been served at noon on the day when the advertisement appears. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **Chairman's decision final on procedural matters**

51. The decision of the Chairman of the meeting, made in good faith, on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his decision, acting in good faith, whether any matter is of such a nature.

#### **Amendments to resolutions**

52. If an amendment shall be proposed to any resolution under consideration but shall be ruled out of order by the Chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in the ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a mere clerical amendment to correct a manifest error) may be considered or voted upon unless notice of such proposed amendment is given to the Registered Office at least 48 hours prior to the time appointed for holding the relevant

meeting or adjourned meeting or (in the absence of any such notice) the Chairman of the meeting in his absolute discretion rules that the amendment is fit for consideration at the meeting.

**Resolution decided by show of hands or poll**

- 53.** At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by:
- 53.1** the Chairman of the meeting; or
  - 53.2** at least five Members entitled to vote at the meeting; or
  - 53.3** a Member or Members entitled to vote at the meeting and representing not less than one-fiftieth of the total voting right of all the Members having the right to vote at the meeting; or
  - 53.4** a Member or Members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-fiftieth of the total sum paid up on all the shares conferring that right.
- 54.** Unless a poll is duly demanded (and the demand is not withdrawn), 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 minutes of the meeting, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

**Objections to voters and errors in counting votes, etc.**

- 55.** If any objection is raised to the counting of any votes, or failure to count any votes which ought to have been counted, the objection or error shall not vitiate the resolution unless it be raised or pointed out at the same meeting and it shall in the opinion of the Chairman of the meeting be of sufficient magnitude to vitiate the result of the voting. The decision of the Chairman of the meeting on such matters shall be final and conclusive.

**Manner of and place for taking a poll**

- 56.** If a poll is duly demanded it shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such place and at such time as the Chairman of the meeting may direct and the Chairman of the meeting may appoint scrutineers (who need not be Members). The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

### **Chairman's casting vote**

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

### **When a poll has to be taken**

58. A poll on the election of a Chairman of the meeting or on a question of adjournment shall if duly demanded be taken forthwith. A poll duly demanded on any other question shall be taken either forthwith or at such later time and place as the Chairman of the meeting may direct not being more than 30 days from the date of the meeting at which the poll was demanded.

### **Notice of a poll**

59. 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 at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken. Such notice may be given by advertisement published on the same date in at least two leading daily newspapers in the United Kingdom and such notice shall be deemed to have been served at noon on the day when the advertisement appears.

### **Continuance of other business**

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

### **Demand for a poll may be withdrawn**

61. A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman of the meeting. If a demand for a poll is so withdrawn:
- 61.1 before the result of a show of hands is declared, the meeting shall continue as if the demand had not been made; or
  - 61.2 after the result of a show of hands is declared, the demand shall not be taken to have invalidated the result of that show of hands.

### **Directors entitled to attend and speak at general meetings**

62. Each Director (or, in the absence of a Director, his alternate Director, if any) shall be entitled to attend and speak at any meeting of the Company.

## **xiv : Votes of Members**

### **Voting rights**

- 63.** Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles or their terms of issue, on a show of hands every Member who (being an individual) is present in person or by every person present who has been appointed as a proxy not being himself a member or (being a body corporate) is present by a duly authorised representative at any meeting of the Company and entitled to vote shall have one vote and on a poll every Member present either personally or by proxy or (being a body corporate) by duly authorised representative and entitled to vote shall have one vote for every share held by such Member.

### **Powers to disqualify from voting and impose other sanctions**

- 64.1** No Member shall, unless the Directors otherwise determine, be entitled in respect of any share held by that Member to vote either personally or by proxy at any meeting of the Company or to exercise any other right conferred by Membership in relation to any such meeting if any call or other sum presently payable by the Member in respect of that share remains unpaid.
- 64.2** No Member shall, unless the Directors otherwise determine, be entitled in respect of any share held by him to vote (either in person or by representative or proxy) at any General Meeting or at any separate meeting of the holders of any class of shares, or to exercise any right conferred by membership in relation to any such meeting if he or any other person appearing to be interested in the shares has been given a notice under section 793 of the 2006 Act (“a section 793 notice”) and has failed to give the Company the information thereby required within 28 days from the date of the notice.
- 64.3** For the purposes of this Article:
- 64.3.i** a person other than the Member holding a share shall be treated as appearing to be interested in that share if the Member has informed the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the Member or, pursuant to a section 793 notice, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;
- 64.3.ii** “interested” shall be construed as it is for the purpose of section 793 of the 2006 Act; and
- 64.3.iii** reference to a person having failed to give the Company the information required by a notice includes (a) reference to his having failed or refused to give all or any part of it and (b) reference to his having given information which he

knows to be false in a material particular or having recklessly given information which is false in a material particular.

**65.4** Where on the basis of information obtained from a Member in respect of any share held by him, the Company gives a section 793 notice to any other person, it shall at the same time send a copy of the notice to the member, but the accidental omission to do so, or the non-receipt by the Member of the copy, shall not invalidate or otherwise affect the application of the forgoing clauses of this Article.

**65.5** Nothing in this Article shall limit the powers of the Company under section 794 of the 2006 Act or any other powers whatsoever.

#### **Voting by joint holders**

**66.** In the case of joint holders of a share, any one of such holders may vote at any meeting of the Company either in person or by proxy in respect thereof as if he were the sole holder thereof, but the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in respect of the share.

#### **Voting on behalf of Member incapable of managing own affairs**

**67.** A Member of unsound mind in respect of whom an order has been made by any competent court may vote, whether on a show of hands or on a poll, by his committee, receiver, *curator bonis*, or other person appointed by such court (who may on a poll vote by proxy) provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the office not less than 48 hours before the time for holding the meeting or adjourned meeting at which such person claims to vote.

#### **Member need not cast his votes all in same way**

**68.** On a poll, a Member entitled to more than one vote need not, if such Member votes, use all his votes or cast all the votes he uses in the same way.

#### **Instrument of proxy**

**69.1** An instrument of proxy may be in any usual or common form or in such other form as the Directors shall approve.

**69.2** The instrument or proxy shall confer authority on the proxy, unless otherwise instructed in the instrument, to vote in such a way, or to abstain from voting, as the proxy thinks fit on any resolution (including amendments to resolutions) put to a meeting for which the instrument of proxy is valid. The instrument of proxy shall also be deemed to confer authority on the proxy to demand or join in demanding a poll (and for the purposes of Article 69.1 a demand for a poll by a

proxy shall be the same as a demand by the Member who appointed the proxy). The instrument of proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

#### **Execution of an instrument of proxy**

- 70.1** The instrument appointing a proxy shall be in writing signed by the appointor or the appointor's duly authorised agent or, if the appointor is a body corporate, executed in accordance with the Acts or signed on its behalf by a duly authorised officer or agent. The Directors may, but shall not be bound to, require evidence of the authority of any such officer or agent. The signature on such instrument need not be witnessed. A proxy need not be a Member. If more than one proxy is so appointed, the instrument appointing each such proxy shall specify the shares held by the Member in respect of which each such proxy is to vote. If two or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting or poll, the one which is last received by the Company (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards such share and if the Directors is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

#### **Deposit of instrument of proxy - duration of validity of instrument of proxy**

- 71.1** The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is executed, or a copy of such power or authority certified notarially or in some other way approved by the Directors, shall be deposited at the Registered Office, or at such other place within the United Kingdom as is specified in the notice convening the meeting or in the instrument of proxy issued by the Company in relation to that meeting, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not, however, require again to be delivered in relation to any subsequent meeting to which it relates.
- 71.2** Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned, in which event the attendance of the Member at the meeting or the poll shall forthwith revoke the authority of the proxy in relation to that meeting or poll.

#### **Validity of acts of proxy and duly authorised representative**

- 72.** A vote given or a poll demanded by a person duly appointed as a proxy or by a duly authorised

representative of a body corporate in accordance (in either case) with the terms of his appointment shall be valid notwithstanding the principal having previously ceased to have the right or ability to exercise the right to vote or the previous determination of the authority of the person voting or demanding a poll, provided that no intimation in writing of such cessation or determination shall have been received by the Company at the Registered Office at least 24 hours prior to the commencement of the meeting or adjourned meeting at which the instrument of proxy is used (or, in the case of a poll to be taken at an appointed time after the meeting, before such time).

#### **A corporate Member may appoint a representative**

73. Any body corporate which is a Member of the Company may, by authority given in accordance with section 36A or signed by a duly authorised officer, authorise such person as it thinks fit to act as its representative at any meeting of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which such person represents as that body corporate could exercise if it were an individual Member of the Company personally present at such meeting and a body corporate so represented shall for the purposes of these Articles be deemed to be present in person at such meeting. The secretary, any Director or the Directors may (but is not bound to do so) require such evidence as he or it thinks fit of the authority of the representative to act.

### **xv : Directors**

#### **Number of Directors**

74. The number of Directors shall not be less than two.

#### **Directors' fees**

75. The Directors who do not hold executive office shall be entitled to remuneration at a rate not exceeding £50,000 per annum each, or at such higher rate as the Company by Ordinary Resolution may from time to time determine. The Company by Ordinary Resolution may also vote extra remuneration to the Directors, which shall (unless otherwise determined by the resolution by which it is voted) be divided between the Directors as they may agree, or, failing agreement, equally. The Directors' remuneration shall be deemed to accrue from day to day.

#### **Remuneration for extra services**

76. Any Director who holds executive office and serves on any committee or who devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director may be paid such extra remuneration by way of salary, participating in profits or otherwise as the Directors may determine.

## **Reimbursement of expenses**

77. The Directors may repay to any Director all such travelling, hotel and other expenses as he may properly incur in attending and returning from meetings of the Directors or of any committee of the Directors or meetings of the Company or otherwise in or about the business of the Company.

## **xvi : Alternate Directors**

### **A Director may appoint an alternate - powers of alternate - revocation of appointment of alternate - remuneration of alternate**

- 78.1 Any Director (other than an alternate Director) may at any time appoint any other Director or appoint any other person willing to act (whether a Member of the Company or not) to be such Director's alternate and every such alternate shall (subject to giving to the Company an address either within or outside the United Kingdom at which notices may be served, including by facsimile or telex, upon him or her) be entitled (during any period of absence which his appointor has notified in writing to the Company at the Registered Office) to notice of meetings of the Directors, and of all committees of which the appointing Director is a Member, as if such alternate were a Director and to attend and vote as a Director at any such meeting at which the appointing Director is not personally present and generally at such meeting to have and to perform all the functions of his appointor as a Director in the appointor's absence (other than the power to appoint an alternate of the Director appointing him or her) and so that for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director provided that such appointment of any person not being a Director shall be effective only upon its being approved by the Directors.
- 78.2 The Directors may at any time revoke the appointment of an alternate Director. A Director may at any time revoke the appointment of an alternate appointed by him or her, and appoint another person in his place (subject always to the proviso to Article 78.1), and if a Director shall die or otherwise cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine provided that, if any Director retires whether by rotation or otherwise but is re-elected by the meeting at which such retirement took effect or is deemed to have been re-elected by the meeting at which such retirement took effect, any appointment made by such Director pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if such Director had not so retired.
- 78.3 Any appointment or revocation by a Director under this Article shall be effected by notice in writing to the Company at the Registered Office executed by the appointor or in any other manner approved by the Directors.
- 78.4 Every such alternate shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director

appointing him or her.

- 78.5** The remuneration of any such alternate shall be payable out of the remuneration payable to the Director appointing him or her, and shall consist of such portion (if any) of the last-mentioned remuneration as shall be agreed between them. The alternate shall, however, be entitled to be paid his expenses and to be indemnified by the Company to the same extent as the Director appointing him or her.
- 78.6** Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate, in addition to his own vote if he is also a Director. Execution by an alternate Director of any resolution in writing of the Directors or a committee of the Directors shall, unless the notice of appointment provides to the contrary, be as effective as execution by the appointor.

#### **xvii : Interests of Directors**

##### **Director may hold other positions under and may act in professional capacity for the Company**

- 79.1** A Director may hold any office or place of profit under the Company (other than the office of auditor to the Company or to any other Member of the group) in conjunction with his office of Director upon such terms as the Directors may determine and may receive such remuneration in addition to any other remuneration receivable by the Director as the Directors may think fit.
- 79.2** A Director or any firm in which he is interested may act in a professional capacity for the Company (otherwise than as auditor to the Company or to any other Member of the group) and the Director or such firm shall be entitled to remuneration upon such terms as the Directors may think fit for such services as if he were not a Director. In this Article, "firm" includes any company.

##### **Director may hold positions with other companies**

- 80.** A Director may continue to be or become a Director or other officer of, or employee or Member of, or otherwise interested in, any other Company in which the Company may be interested, and (save as the Directors may otherwise determine) no such Director shall be accountable for any remuneration or other benefits received by him as a Director, officer, employee or Member of or from his other interest in such other Company. The Directors may exercise the voting powers conferred on the Company in relation to any other Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing all or any Members of the Directors as Directors or other officers or employees of, or holders of any places of profit under, such other Company, and voting or providing for the payment of remuneration to the Directors or other officers or employees of such other Company.

### **Director may be interested in any contract**

81. Subject as provided in the Acts and the requirements of the Stock Exchange, no Director or intending Director, including an alternate Director, shall be disqualified by his office from contracting with the Company either with regard to his tenure of any other office or place of profit, or as the vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way, whether directly or indirectly, interested, to be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement, by reason of such Director holding that office or of the fiduciary relation thereby established.

### **Director to declare interest in contract with Company**

82. A Director who is in any way, whether directly or indirectly, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall declare the nature of his interest in accordance with the provisions of the Acts.

### **Restriction on voting - matters upon which a Director may vote**

- 83.1 Save as otherwise provided by this Article, a Director shall not vote at any meeting of the Directors (and if such Director shall do so his vote shall not be counted) in respect of any contract, transaction, arrangement or proposal in which he has an interest which (together with any interest of any person connected with him or her) is a material interest (otherwise than by virtue of an interest in shares, debentures or other securities of, or otherwise in or through, the Company) or in relation to which he has a duty which conflicts or may conflict with the interests of the Company, nor shall he be counted for the purposes of any resolution regarding the same in the quorum present at the meeting. Provided that (in the absence of any material interest other than is indicated below) a Director may vote and be counted in the quorum in respect of any resolution concerning any of the following matters, namely:

83.1.i any contract, transaction, arrangement or proposal for giving to such Director any security, guarantee or indemnity in respect of money lent by him to, or obligations incurred by him or by any other person at the request or for the benefit of, the Company or any other Member of the group, including the purchase and/or maintenance of any insurance policy against liability for negligence, default, breach of duty or breach of trust in relation to the Company under which he may benefit;

83.1.ii any contract, transaction, arrangement or proposal for the giving by the Company of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any other Member of the group for which

such Director has personally assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of or agreement to give security;

**83.1.iii** any contract, transaction, arrangement or proposal giving to such Director any security, guarantee or indemnity in respect of any liability to any person which may be incurred by such Director in the performance of his duties as a Director or other officer or employee of the Company or any other Member of the group, or for the purchase or renewal for such Director of insurance against any liability;

**83.1.iv** the subscription or purchase by him of shares, debentures or other securities of the Company pursuant to an offer or invitation to Members or debenture holders of the Company, or any class of them, or to the public or any section of the public;

**83.1.v** any contract, transaction, arrangement or proposal by such Director to underwrite or sub-underwrite (alone or with others) any shares, debentures or other securities of the Company or any other Member of the group;

**83.1.vi** any contract or arrangement with or concerning any other Company (not being a Company in which such Director owns one per cent, or more within the meaning of Article 83.2) in which such Director is interested as an officer or creditor of that Company or as a holder of shares or other securities;

**83.1.vii** any proposal concerning the adoption, modification, operation, suspension or cancellation of any superannuation fund or retirement, death or disability benefits scheme under which such Director may benefit or of any employees' share scheme being a scheme for encouraging or facilitating employees (including Directors) of the Company or any other Member of the group to acquire shares, debentures or other securities of the Company or any other Member of the group, provided that any such fund or scheme does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom the fund or scheme relates;

**83.1.viii** any other arrangement for the benefit of the Company or any other Member of the group under which such Director benefits or stands to benefit in a similar manner to the employees concerned and which does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom the arrangement relates.

**83.2** For the purposes of this Article, a Company shall be deemed to be a Company in which a Director owns one per cent or more if and so long as (but only if and so long as) such Director (together with persons connected with him or her) is, directly or indirectly, the holder of or

beneficially interested in one per cent, or more of any class of the equity share capital of such Company or of the voting rights available to Members of such Company. Provided that for the purposes of this Article there shall be disregarded any shares held by a Director as bare or custodian trustee or by virtue of his being a personal representative of any estate, any shares comprised in a trust in which the Director's interest is in reversion or remainder if and so long as some other person is entitled to receive the income thereof and any interest which the Director has by virtue of holding units in an authorised unit trust scheme, a recognised scheme or a UCITS (in each case, as defined in section 220(1)).

- 83.3** Where a Company in which a Director owns one per cent, or more is materially interested in a contract, transaction, arrangement or proposal then such Director shall also be deemed to be materially interested therein.
- 83.4** Subject to the provisions of Article 83.5, a Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or employment with or place of profit under the Company or any other Company in which the Company is interested, including fixing or varying the terms of his appointment as the holder of any office or employment with or place of profit under the Company or any other company in which the Company is interested, including fixing or varying the terms of his appointment or the termination thereof.
- 83.5** Where proposals are under consideration concerning the appointment (including the fixing or varying the terms of appointment) of two or more Directors to offices or employments with or places of profit under the Company or any other Company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately, and in such cases each of the Directors concerned (if not debarred from voting under the other provisions of this Article) shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
- 83.6** If any question shall arise at any meeting of the Directors as to the materiality of a Director's interest or as to the entitlement of any Director to vote or be counted in the quorum, such question shall be referred to the Chairman of the meeting (or, if the Director concerned is the Chairman of the meeting, to the other Directors at the meeting) and the Chairman of the meeting's ruling in relation to any Director other than himself or herself (or, as the case may be, the ruling of the majority of the other Directors in relation to the Chairman of the meeting) shall be final and conclusive, except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed.
- 83.7** Subject to the Acts, the Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent (in respect of any particular contract, transaction, arrangement or proposal) or ratify any particular contract, arrangement or transaction carried out in contravention of this Article.

## **xviii : Appointment and Retirement of Directors**

### **Number of Directors to retire by rotation**

84. Subject to the provisions of these Articles, at each the Annual General Meeting one third of the Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to but not exceeding one-third, shall retire from office, provided that if in any year the number of Directors who are subject to retirement by rotation shall be two, one of such Directors shall retire, and if in any year there shall be only one Director who is subject to retirement by rotation, that Director shall retire. A Director retiring at a meeting as aforesaid shall retain office until the dissolution of that meeting.

### **Which Directors to retire**

85. Subject to the provisions of the Acts and of these Articles, the Directors to retire at every Annual General Meeting shall be those who have been longest in office since their last appointment or re-appointment but as between persons who became or were last re-appointed Directors on the same days those to retire shall (unless they otherwise agree among themselves) be determined by lot. Subject as aforesaid, a retiring Director shall be eligible for re-appointment.
86. The Company at the meeting at which a Director retires under any provision of these Articles may by Ordinary Resolution fill up the office being vacated by electing thereto the retiring Director or some other person eligible for appointment.

### **Restriction on election of two or more Directors by single resolution**

87. A resolution for the election of two or more persons as Directors by a single resolution shall not be moved at any General Meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it and any resolution moved in contravention of this provision shall be void.

### **Persons eligible for election as Directors**

88. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election as a Director at any General Meeting unless not less than seven nor more than 42 days before the day appointed for the meeting there shall have been received by the secretary at the Registered Office notice in writing signed by some Member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of such Member's intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected, such notice of willingness to be elected not having subsequently been withdrawn.

## **Removal of Directors by Ordinary Resolution**

- 89.** The Company may, in accordance with and subject to the provisions of the Acts, by Ordinary Resolution of which special notice has been given remove any Director from office notwithstanding any provisions of these Articles or of any agreement between the Company and such Director, but without prejudice to any claim such Director may have for damages for breach of any such agreement, and elect another person in place of a Director so removed from office and any person so elected shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is elected was last appointed or elected a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled by the Directors as a casual vacancy.

## **Board's power to appoint Directors**

- 90.** The Directors shall have the power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an additional Director, provided that no appointment under this Article shall take effect unless at least seven days' notice of the intention to propose such person as a Director shall have been given or sent to all the Directors for the time being. Any Director so appointed shall hold office only until the next Annual General Meeting and shall then be eligible to stand for re-election, but shall not be taken into account in determining either the Directors or the number of Directors who are to retire by rotation at such meeting.

## **Vacation of Office**

- 91.** Without prejudice to the provisions for retirement by rotation or otherwise contained in these Articles, the office of a Director shall be vacated in any of the following events, namely:
- 91.1** if such Director shall become prohibited by law from acting as a Director; or
  - 91.2** if such Director shall resign his office by notice in writing sent to or deposited at the Registered Office or shall tender his resignation and the Directors shall resolve to accept the same; or
  - 91.3** if such Director becomes bankrupt, has a receiving order made against him or makes any arrangement or composition with his creditors generally; or
  - 91.4** if such Director is, or may be suffering from mental disorder and either -
    - 91.4.i** is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960 or, in any other jurisdiction, in pursuance of an application or otherwise under similar legislation; or
    - 91.4.ii** an order is made in respect of him by any competent court or official on the

ground that such Director is or may be suffering from mental disorder or is otherwise incapable of managing his own affairs; or

- 91.5 if such Director shall be absent from meetings of the Directors for a continuous period of six months without special leave from the Directors and his alternate Director (if any) shall not during such period have attended in his stead; or
- 91.6 if such Director ceases to be a Director on account of age by virtue of section 293 of the Act;
- 91.7 if such Director is removed from office by a resolution of the Directors in favour of which at least two thirds of the total number of Directors for the time being shall have voted;
- 91.8 on the conviction of such Director of an indictable offence.

### **xix : Executive Directors**

#### **Appointment of executive Directors**

- 92. The Directors may from time to time appoint any one or more of the Directors to any executive office or employment with the Company with such title and on such terms as to remuneration, pension and otherwise and with such of the powers exercisable by the Directors as it may think fit and (subject to the provisions of the Acts) for such period as the Directors may determine and, subject to the terms of any agreement entered into in any particular case, may at any time revoke any such appointment or vary the terms thereof. A Director so appointed shall, subject to the terms of any agreement between such Director and the Company, be subject to the same provisions as to retirement or removal as the other Directors and, without prejudice to any claim for damages or compensation to which such Director may be entitled, his appointment shall be automatically determined if he ceases from any cause to be a Director.

#### **Board may confer upon a Director any of its powers**

- 93. The Directors may entrust to and confer upon any Director any of the powers exercisable by them as such upon such terms and conditions and with such restrictions as they think fit, either collaterally with or to the exclusion of their own powers, and may from time to time (subject to the terms of any agreement entered into in any particular case) revoke, withdraw, alter or vary all or any of such powers.

### **xx : Powers and Duties of Directors**

#### **Management of Company's business vested in Board**

- 94. The business of the Company shall be managed by the Directors, which may exercise all such powers of the Company as are not by the Acts or by these Articles required to be exercised in General Meeting, subject nevertheless to the provisions of the Acts and of these Articles and to

such Regulations as may be prescribed by the Company by Special Resolution, but no alteration of these Articles or Regulations so prescribed by the Company shall invalidate any prior act of the Directors which would have been valid if such alteration or Regulation had not been made.

#### **Delegation to Board committees**

- 95.1** The Directors may delegate all or any of their powers, authorities, discretions and functions to any committee or committees on such terms and conditions as they may think fit. Any such committee may consist of one or more Directors, and the Directors shall also be entitled to appoint such other person or persons as they consider expedient to a committee but so that the majority at least of the Members of any such committee shall consist of Directors and no resolution of the committee shall be effective unless a majority of the Members of the committee present at the relevant meeting consists of Directors.
- 95.2** Any such committee shall in the exercise of the powers, authorities, discretions and functions so delegated conform to any regulations which may from time to time be imposed by the Directors.
- 95.3** The Directors may authorise any such committee to sub-delegate all or any of the powers, authorities, discretions and functions delegated to it and the Directors may at any time dissolve any such committee or revoke, vary or suspend any delegation made to any such committee.
- 95.4** Insofar as any power, authority, discretion or function is delegated to a committee, any reference in these Articles to the exercise or performance by the Directors of the power, authority, discretion or function so delegated shall be read and construed as if it were a reference to the exercise or performance thereof by such committee.
- 95.5** Any such delegation may be collateral with or to the exclusion of the powers, authorities, discretions or functions which are the subject of the delegation. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

#### **Proceedings of committees**

- 96.** The meetings and proceedings (including without limitation the conduct of business by a telephone meeting or by written resolution) of any such committee consisting of two or more Members shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under Article 95.2.

#### **Appointment of attorneys**

- 97.** The Directors may from time to time and at any time by power of attorney or otherwise appoint any person (whether an individual or otherwise and whether nominated directly or indirectly by

the Directors) to be the attorney or agent of the Company for such purposes and with such powers, authorities, discretions and functions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as it may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney or agent as the Directors may think fit and may also authorise any such attorney or agent to sub-delegate all or any of the powers, authorities, discretions and functions vested in that attorney or agent.

#### **Overseas branch register**

98. Subject to and to the extent permitted by the Acts, the Directors may cause to be kept in any part of Her Majesty's Dominions outside the United Kingdom, the Channel Islands or the Isle of Man in which the Company transacts business a branch register or registers of Members resident in such part of the said Dominions, and the Directors may (subject to the provisions of the Acts) make and vary such Regulations as they may think fit respecting the keeping of any such register.

#### **Pension and superannuation funds - employees' share schemes - charitable subscriptions**

99. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds or any share option, share incentive or share acquisition schemes or any profit sharing schemes or funds or trusts financed or contributed to by the Company for the benefit of, and may give or procure the giving of donations, gratuities, pensions, allowances, disability benefits or emoluments to (or to any person in respect of), any persons who are or were at any time in the employment or service of the Company or who are or were at any time Directors or officers of the Company and hold or have at any time held any salaried employment or office in the Company, and the wives, husbands, widows, widowers, families and dependants of any such persons, and also may establish and subsidise or subscribe to any institution, association, club or fund calculated to be for the benefit of or to advance the interests and well-being of the Company, or of any such person as aforesaid, and may make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition, or for any public, general or useful object and do any of the matters aforesaid either alone or in conjunction with any other person.

#### **Board's borrowing powers**

100. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, and all or any part of its property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

### **Execution of certain instruments**

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

## **xxi : Proceedings of Directors**

### **Conduct and convening of Board meetings**

102. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes, and in the case of an equality of votes the Chairman of the meeting shall have a second or casting vote. The Chairman or any two Directors may, and the secretary on the requisition of the Chairman or any two Directors shall, at any time summon a meeting of the Directors. Notice of a Board meeting shall be deemed to be properly given to a Director if it is given to him personally, or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may request that notices of Board meetings shall during his absence be sent in writing to him at an address given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to Directors not so absent and if no such request is made it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from the United Kingdom. Any Director may prospectively or retrospectively waive the right to receive notice of any meeting of the Directors. Failure to give notice of a Board meeting to a Director shall not invalidate the proceedings at that meeting, provided that reasonable efforts are made to give notice to all Directors entitled to receive notice.

### **Quorum**

103. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. Subject to the provisions of these Articles, any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Directors meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

### **Telephone meetings**

- 104.1 A meeting of the Directors may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able:

**104.1.i** to hear each of the other participating Directors addressing the meeting; and

**104.1.ii** if he so wishes, to address all of the other participating Directors simultaneously;

whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or developed subsequently) or by a combination of such methods. Each Director so participating in a meeting shall be deemed to be “present” at such meeting for the purpose of these Articles.

**104.2** A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Directors required to form a quorum.

**104.3** A meeting held in this way 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.

#### **Appointment of Chairman, deputy Chairman and vice-Chairman**

**105.** The Directors may from time to time elect from its own number a Chairman, one or more deputy Chairmen and one or more vice-Chairmen, but so that the total number of deputy Chairmen and vice-Chairmen shall not at any time exceed six. The Directors may determine the period for which such officers are respectively to hold office and, notwithstanding such determination, may from time to time remove any such officer from office.

#### **Chairman of Board meetings**

**106.** The Chairman shall preside at all meetings of the Directors, but if at any time there is no Chairman or if at any meeting the Chairman be not present, the deputy Chairman, or if there are two or more deputy Chairmen present, then one of such deputy Chairman (selected by agreement between them or in default of agreement by lot) shall preside, or if at any meeting neither the Chairman nor any deputy Chairman be present, the vice-Chairman, or if there are two or more vice-chairmen present, then one of such vice-chairmen (selected by agreement between them or in default of agreement by lot) shall preside. In the event that there be no Chairman, deputy Chairman or vice-Chairman or if none of them is present within five minutes from the time appointed for holding the meeting, then the Directors present shall choose one of their number to be Chairman of the meeting.

#### **Written resolution of Directors**

**107.** A written resolution signed by all the Directors entitled to receive notice of a meeting of the Directors (provided that number would be sufficient to constitute a quorum) shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of one document or several documents in the like form each signed by one or more of the Directors

concerned. For the purposes of this Article, any signature may be affixed to a facsimile copy of the resolution and any written resolution shall be valid upon the Company receiving the original or a facsimile copy of the document or documents containing each of the said signatures.

#### **Continuing Directors may act**

- 108.** The continuing Directors may act notwithstanding any vacancies in their body, but if and so long as the number of Directors is reduced below the minimum number fixed by these Articles the continuing Directors or Director may act for the purpose of filling up such vacancies or of summoning General Meetings of the Company, but not for any other purpose, and may act for either of such purposes whether or not the number of Directors is reduced below the number fixed by or in accordance with these Articles as the quorum for Board meetings. If there be no Directors or Director able or willing to act, then any two Members may summon a General Meeting for the purpose of appointing Directors.

#### **Act of Board or committee valid notwithstanding disqualification**

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

### **xxii : Minutes and Records**

#### **Minutes and records**

- 110.1** The Directors shall cause minutes to be made of:
- 110.1.i** all appointments of officers made by the Directors;
  - 110.1.ii** the names of the Directors and any alternate Directors and any person other than Directors present at each meeting of the Directors or any committee of the Directors; and
  - 110.1.iii** all resolutions and proceedings at all meetings of the Company, of the Directors and of committees of the Directors.

Any such 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 meeting, shall be evidence of the proceedings.

- 110.2** Any register, index, minute book, book of account or other book required by these Articles or the

Acts to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in some other form including the use of computer storage facilities so long as the recording is capable of being reproduced in a legible form. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.

### **xxiii : Secretary**

#### **Appointment of and acts of the secretary**

111. The secretary shall be appointed and may be removed by the Directors.

#### **Deputy or assistant secretary**

112. The Directors may, at any time and from time to time, appoint one or more persons qualified or eligible under one or more of the categories specified in section 273 of the 2006 Act to be deputy and/or assistant secretary at such remuneration and on such terms as it may think fit and anything required or authorised to be done by or to the secretary may be done by or to any deputy and/or assistant secretary so appointed, and any deputy or assistant secretary may be removed by the Directors.

#### **Powers of deputy or assistant secretary**

113. Anything by the Acts required or authorised to be done by or to the secretary may, if the office is vacant or there is for any other reason no secretary capable of acting, be done by or to any assistant or deputy secretary or, if there is no assistant or deputy secretary, capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors: provided that any provision of the Acts or of these Articles requiring or authorising a thing to be done by or to a Director and secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the secretary.

### **xxiv : The Seal**

#### **Custody and use of the seal**

114. For so long as the Company shall have a seal, the Directors shall provide for its safe custody. The seal shall not be used except by the authority of a resolution of the Directors or of a committee of the Directors authorised in that behalf by the Directors. The Directors may from time to time make such Regulations as they think fit determining the persons and the number of such persons who shall sign every instrument to which the seal is affixed, and until otherwise so determined every such instrument shall be signed by one Director and shall be countersigned by a second Director or by the secretary.

## **xxv : Authentication of Documents**

### **Authentication of documents by a Director, secretary or any other person appointed by the Directors**

- 115.** Any Director or the secretary or any other person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed or adopted by the Company or the Directors or any committee of the Directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Registered Office the local manager or other officer of the Company having custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee of the Directors which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of proceedings at a duly constituted meeting.

## **xxvi : Dividends and Distributions**

### **Calculations and currency of dividends**

- 116.** The Company in General Meeting may by ordinary resolution declare dividends to be paid to the Members according to their rights and interests in the profits but no dividend shall be payable in excess of the amount recommended by the Directors.
- 117.** Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide:
- 117.1** all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but, for the purposes of this Article, no amount paid on a share in advance of calls shall be treated as paid on the share; and
- 117.2** dividends may be declared or paid in any currency. The Directors may agree with any Member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company, the Member or any other person to bear any costs involved.

### **Interim and other dividends**

- 118.** Subject to the provisions of the Acts and of these Articles, the Directors may, if they think fit, from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company. If at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferred rights, as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividends and the Directors may also pay half-yearly, or at other suitable intervals to be settled by them, any dividend which may be payable at a fixed rate if they are of opinion that the profits justify the payment. Provided the Directors act bona fide they shall not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.

### **Dividend may be declared by reference to record date**

- 119.** Where any dividend is declared by the Company in general meeting by ordinary resolution pursuant to Article 116, or is determined to be paid by resolution of the Directors passed in accordance with Article 118, the Ordinary Resolution or (as the case may be) the resolution of the Directors may provide that such dividend shall be payable to the Members (or to any class of Members) registered as such on or as at any such date as the resolution may specify, and (without prejudice to the generality of the foregoing) any date so specified may be either before or after that upon which the resolution is passed, and may be before the date upon which such dividend is to be actually paid.

### **No dividend to bear interest**

- 120.** No dividend or other monies payable on or in respect of a share shall bear interest as against the Company.

### **Power to deduct from dividends any unpaid debts**

- 121.** The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all sums of money (if any) presently payable by such Member to the Company on account of calls or otherwise in relation to the shares of the Company.

### **Power to satisfy lien out of dividends**

- 122.** The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

### **Treatment of unclaimed dividends, etc.**

- 123.** All unclaimed dividends or other moneys payable on or in respect of a share may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

### **Forfeiture of unclaimed dividends**

- 124.** Any dividend unclaimed after a period of 12 years from the date such dividend first became due for payment shall be forfeited and shall revert to the Company and any moneys payable on or in respect of a fractional interest in a share remaining unclaimed after a period of 12 years from the date upon which the same first became due for payment, shall be forfeited and shall revert to the Company.

### **Dividend warrants**

- 125.** Any dividends or other monies payable on or in respect of a share may be paid by cheque, warrant or money order sent through the post to the registered address of the Member or person entitled thereto, and in the case of joint holders to any one of such joint holders, or to such person and such address as the holder or joint holders may in writing direct, or by direct credit or bank transfer. Every such cheque, warrant or money order shall be made payable to the order of the person to whom it is sent or to such other person as the holder or joint holders may in writing direct, and payment of the cheque, warrant or money order shall be a good discharge to the Company. Every such cheque, warrant or money order shall be sent at the risk of the person entitled to the money represented thereby.

### **Any joint holder may give receipt for a dividend**

- 126.** If several persons are registered as joint holders of a share or are entitled thereto in consequence of the death or bankruptcy of the holder or otherwise by operation of law, any one of them may give effectual receipts for any dividend or other monies payable or property distributable on or in respect of the share.

### **Payment of dividend in specie**

- 127.** A general meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debentures of any other Company, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed, in order to adjust the rights

of Members, and may vest any specific assets in trustees upon trust for the persons entitled to the dividend as may seem expedient to the Directors, and generally may make such arrangements for the allotment, acceptance and sale of such specific assets or fractional certificates, or any part thereof, and otherwise as they think fit.

### **Scrip dividends**

- 128.** The Directors may, with the sanction of an Ordinary Resolution of the Company (including an Ordinary Resolution passed before the adoption of these Articles) and subject to there being available sufficient unissued ordinary shares taking into account other relevant circumstances, offer to the holders of ordinary shares the right to elect to receive an allotment of additional ordinary shares, credited as fully paid, in whole or in part, instead of cash in respect of any dividend which is specified in the applicable Ordinary Resolution or such part of such dividend as the Directors may determine. The following provisions shall have effect:
- 128.1** any such Ordinary Resolution may specify a particular dividend or may specify all or any dividends falling to be declared or paid during a specified period, being a period expiring not later than the commencement of the Annual General Meeting held in the fifth year after that in which the resolution is passed;
- 128.2** the basis of allotment shall be determined by the Directors so that, as nearly as may be considered convenient, the value (calculated by reference to the average quotation) of the additional ordinary shares (including any fractional entitlement) to be allowed instead of any cash amount of dividend shall be equal to such amount. For such purpose the “average quotation” of an ordinary share shall be the average of the middle market quotations (less the relevant dividend unless the ordinary shares are already quoted ex such dividend) on the Stock Exchange or (if applicable) the Alternative Investment Market of the Stock Exchange (derived from the Daily Official List of the Stock Exchange or the appropriate section of the Daily Official List relating to the Alternative Investment Market) or any similar publication on at least five consecutive dealing days selected by the Directors, but commencing no earlier than the day upon which the proposed relevant dividend is announced by the Directors;
- 128.3** the Directors shall give notice in writing to the holders of the ordinary shares of the rights of election offered to them and shall send with or following such notice a form of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
- 128.4** the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be paid in cash on ordinary shares in respect of which the said election has been duly exercised (the “elected ordinary shares”) and on and with effect from the due date of payment of the dividend (or part thereof) in respect of which a right of election has been offered or such earlier date (after the election) as the Directors may determine additional ordinary shares shall be

allotted instead of payment of cash to the holders of the elected ordinary shares on the basis of allotment determined as aforesaid. For such purpose the Directors shall capitalise, out of such of the sums standing to the credit of reserves (including any share premium account and capital redemption reserve) or profit and loss account as the Directors may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and apply the same in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to and amongst the holders of elected ordinary shares on such basis;

- 128.5** the additional ordinary shares so allotted shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue save only as regards participation in the relevant cash dividend (or share election instead thereof);
- 128.6** the Directors may do all acts and things which they consider necessary or expedient to give effect to any such offer and capitalisation, with power to make such provisions as they think fit for dealing with shares becoming distributable in fractions (including provisions whereby, 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 selected by them rather than to the Members concerned). The Directors may authorise any person on behalf of all the Members concerned to enter into an agreement with the Company providing for such capitalisation and matters incidental thereto and an agreement made under such authority shall be effective and binding on all persons concerned;
- 128.7** notwithstanding anything to the contrary in this Article, the Directors may make such exclusions from any offer or rights of election to holders of ordinary shares as they may think fit in the light of any legal or practical problems under the laws of, or the requirements of any regulatory or stock exchange authority in, any territory or the level of costs which would be associated with such an offer;
- 128.8** the Directors may determine to treat as valid for the purposes of this Article any mandate in force (including a mandate given before the adoption of these Articles) to receive on a regular basis (and not in relation to a single dividend only) ordinary shares instead of receiving payment of cash dividends and such mandate shall, if so determined by the Directors, entitle the relevant holder of ordinary shares to an allotment of new ordinary shares pursuant to this Article; and
- 128.9** the Directors may at any time and from time to time prior to payment of any dividend, subject to the terms of the relevant share dividend offer, disregard any election or mandate received in connection with this Article and pay the relevant dividend or dividends in cash.

## **xxvii : Reserves**

### **Board powers to carry profits to reserve and to carry forward profits**

- 129.** The Directors may before recommending any dividend, whether preferential or otherwise, carry to

reserve out of the profits of the Company (including any premiums received upon the issue of debentures or other securities of the Company) such sums as they think proper as a reserve or reserves, which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may properly be applied and, pending such application, may at the like discretion either be employed in the business of the Company or be invested in such investments (subject to the provisions of the Acts) as the Directors may from time to time think fit. The Directors may also, without placing the same to reserve, carry forward any profits which they may think prudent not to divide.

## **xxviii : Capitalisation**

### **Capitalisation issue**

- 130.** The Directors may with the authority of an Ordinary Resolution:
- 130.1** resolve to capitalise any undivided profits of the Company (including profits carried and standing to any reserve or reserves) not required for paying the fixed dividends on any shares entitled to fixed preferential dividends with or without further participation in profits, or any sum carried to reserve as a result of the sale of the whole or any part of the assets of the Company or of the revaluation of any such assets (other than revaluation of goodwill) or, subject as hereinafter provided, any sum standing to the credit of the Company's share premium account or capital redemption reserve fund;
- 130.2** subject to any special rights or restrictions as to participation in the profits of the Company appropriate the profits or sum resolved to be capitalised to the Members in proportion to the number of shares (whether or not fully paid) held by them respectively and apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares in or debentures of the Company of a nominal amount equal to such profits or sum, and allot and distribute such shares or debentures, credited as fully paid up, to and amongst such Members in the proportions aforesaid, or partly in one way and partly in the other, provided that the share premium account and the capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members credited as fully paid;
- 130.3** resolve that any shares allotted under this Article to any Member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividend;
- 130.4** in pursuance of such resolution as aforesaid, make such provision by the issue of fractional certificates or by payment in cash or otherwise as the Directors think fit in the case of shares or debentures becoming distributable in fractions;

- 130.5** authorise any person to enter on behalf of all the Members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation (any agreement made under such authority being thereupon effective and binding on all such Members); and
- 130.6** generally do all acts and things required to give effect to such resolution as aforesaid.

## **xxix : Accounts and Audit**

### **Keeping of accounts and retention and location of accounting records**

- 131.1** The Directors shall cause to be kept proper accounts and accounting records in accordance with the requirements of the Acts.
- 131.2** The accounting records shall be kept at the Registered Office or (subject to the provisions of the Acts) at such other place as the Directors think fit, and shall always be open to inspection of the Directors. No Member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law (including the Acts) or authorised by order of the court or by the Directors.

### **Accounts to be laid before General Meetings**

- 132.** The Directors shall from time to time, in accordance with the provisions of the Acts, cause to be prepared and be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts and reports as are specified in the Acts.

### **Reports and accounts to be delivered to Members, debenture holders and auditors - summary financial statements**

- 133.1** Subject to the provisions of Article 135 and of Article 136, a copy of the Directors' and auditors' reports accompanied by copies of the balance sheet, profit and loss account and other documents required by the Acts to be annexed to the balance sheet (together the "statutory accounts") shall, not less than 21 clear days prior to the Annual or other General Meeting at which it is proposed to lay such documents before Members, or other General Meeting at which it is proposed to lay such documents before Members, be delivered or sent by post to the registered address of every Member and holder of debentures of the Company and to the auditors and to every other person, if any, who is entitled by these Articles or the Acts to receive copies of such documents and/or notices of meetings from the Company.
- 133.2** The Company may, insofar as is permitted by the Acts and without prejudice to the right of any Member who wishes to receive the statutory accounts to require the statutory accounts to be sent to such Member, send to Members a summary financial statement which complies with the provisions of the Acts, (a "summary financial statement") in place of the statutory accounts, such

summary financial statement to be sent not less than 21 clear days prior to the annual or other general meeting at which the statutory accounts of which the summary financial statement is a summary are to be laid as provided in Article 133.1, but subject to such exclusions or other arrangements as the Directors may deem necessary or expedient to deal with any legal or practical problems arising in any overseas territory or by virtue of shares being represented by depositary receipts or the requirements of any regulatory or stock exchange authority.

#### **Cases in which reports and accounts need not be delivered**

- 134.** Article 133 shall not require a copy of the statutory accounts or summary financial statement to be sent to more than one of joint holders or to any person who is not entitled to receive notices of meetings or of whose address the Company is not aware, but any Member or holder of debentures or person entitled by the Acts or these Articles to receive a copy of the statutory accounts or summary financial statement to whom a copy has not been sent shall be entitled to receive a copy free of charge on application at the Registered Office.

#### **Appointment of auditors**

- 135.** Auditors shall be appointed, and their duties, powers, rights and remuneration regulated, in accordance with the provisions of the Acts.
- 136.** Once at least in every year the accounts of the Company shall be examined and the balance sheet, profit and loss account and group accounts (if any) audited by an auditor or auditors.

### **xxx : Notices and Communications**

#### **Communications**

- 137.1** Nothing in this Article 137 affects any requirement imposed, or contrary provision made by or under any enactment.
- 137.2** Any documents or information which are authorised or required by any provision of the Acts to be sent or supplied by or to the Company must be sent or supplied in accordance with the provisions of the 2006 Act.
- 137.3** Subject to the provisions of the 2006 Act, the Company may make any documents or information authorised or required by any provision of the Companies Acts to be sent or supplied by the Company to any Member available on a website.
- 137.4** Any document or information which are authorised or required by any provision of these Articles to be sent or supplied by or to the Company (and which are not authorised or required to be sent or supplied in accordance with the Acts) may (unless these Articles require them to be sent or supplied in another way) nevertheless, be sent or supplied in accordance with the company communications provisions (as defined in the 2006 Act) (including, for the avoidance of doubt and

in relation to documents or information to be sent or supplied by the Company to the members only, by making such documents and information available on a website).

- 137.5** The provisions of Section 1147 of the 2006 Act (with the exception of Sections 1147(5) and 1143 (3) of the 2006 Act, which shall not apply) shall apply to any documents or information sent or supplied by the Company.
- 137.6** Where any document or information is sent or supplied by electronic means and the Company is able to show that it was properly addressed it is deemed to have been delivered on the same day that it is sent.
- 137.7** A notice or document not sent by post but left at a registered address or address for service in the United Kingdom is deemed to be given on the day it is left.
- 137.8** A member present in person or by proxy at a meeting or of the holders of a class of shares is deemed to have received due notice of the meeting and, where required, of the purposes for which it was called.

#### **Notice binding on transferees etc**

- 138** A person who becomes entitled to a share by transmission, transfer or otherwise is bound by a notice in respect of that share (other than a notice served by the Company under section 793 of the 2006 Act) which, before his name is entered in the Register, has been properly served on a person from whom he derives his title.

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

- 139** Any member whose registered address shall not be in the United Kingdom but has notified the Company of an address within the United Kingdom at which notices or other documents may be served on him shall be entitled to have notices served upon him at such address but otherwise no member, other than a member whose registered address is within the United Kingdom, shall be entitled to receive a notice or other document from the Company.

#### **Evidence of service**

- 140** Proof that a notice, document or information in electronic form was sent in accordance with the Institute of Chartered Secretaries and Administrators' Guidance (in issue at the time the relevant notice, document or information was sent) shall be conclusive evidence that the notice, document or information was sent.

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

- 141** All notices or other documents directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first

in the Register in respect of the joint holding. Any notice or discount so given shall be sufficiently given to all the holders of such share.

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

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

#### **Signature on notices**

- 143** The signature to any notice or document to be given by the Company may be written or printed.

#### **Notice by advertisement**

- 144** If at any time, by reason of suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may (subject in the case of an annual general meeting to section 423 of the 2006 Act) be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members and other persons entitled thereto at 12 noon on the day when the advertisement appears. In any such case, the Company shall send confirmatory copies of the notice by post if, at least seven days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

#### **Suspension of notices, etc., to a Member**

- 145** If on three consecutive occasions notices or other documents or communications, including any dividend payment in accordance with Article 127 and a copy of any statutory accounts or summary financial statement, have been sent through the post to any Member at his registered address or his address for the service of notices but have been returned undelivered, such Member shall not thereafter be entitled to receive notices or other such documents or communications from the Company until he shall have communicated with the Company and supplied in writing to the Company at the Registered Office a new registered address or an

address within the United Kingdom for the service of notices.

## **xxxi: Conflicts Of Interest**

### **Directors' Conflicts of Interest**

**146** The directors may, in accordance with the requirements set out in this article and notwithstanding anything to the contrary in these articles, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (“**Conflict**”).

146.1 Any authorisation under this article will be effective only if:

146.1.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;

146.1.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question (the “**Conflicted Director**”) (or any other interested director); and

146.1.3 the matter was agreed to without the **Conflicted Director** (or any other interested director) voting or would have been agreed to if his (or any other interested director’s) vote had not been counted.

146.2 Any authorisation of a **Conflict** under this article may (whether at the time of giving the authorisation or subsequently):

146.2.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the **Conflict** so authorised;

146.2.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

146.2.3 be terminated or varied by the directors at any time.

This will not affect anything done by the **Conflicted Director** prior to such termination or variation in accordance with the terms of the authorisation.

146.3 In authorising a **Conflict** the directors may decide (whether at the time of giving the authorisation or subsequently) that if the **Conflicted Director** has obtained any information through his involvement in the **Conflict** otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the **Conflicted Director** is under no obligation to:

146.3.1 disclose that information to the other directors or to any director or other officer or employee of the Company; or

146.3.2 use or apply that information in performing his duties as a director of the Company;

where to do so would amount to a breach of that confidence.

146.4 Where the directors authorise a Conflict they may provide, without limitation, (whether at the time of giving the authorisation or subsequently) that the Conflicted Director:

146.4.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

146.4.2 is not given any documents or other information relating to the Conflict; and/or

146.4.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

146.5 Where the directors authorise a Conflict, the Conflicted Director will:

146.5.1 be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

146.5.2 not infringe any duty he owes to the Company by virtue of sections 171 to 177 (inclusive) of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

146.6 A director is not required, by reason of being a director of the Company (or because of the fiduciary relationship established by reason of being a director of the Company), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **xxxii : Winding Up**

### **Distribution of assets in specie**

**147.** Subject to any special rights or restrictions as to return of capital attached to any share by or in accordance with these Articles if the Company is wound up (whether the liquidation is altogether voluntary, under supervision, or by the court) the liquidator may, with the authority of a Special Resolution, divide among the Members *in specie* the whole or any part of the assets of the Company, and whether or not the assets consist of property of one kind or of properties of different kinds, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall 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 thinks fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares in respect of which there is a liability.

### **xxxiii : Indemnity and Insurance**

#### **Indemnity and insurance for Directors and other officers**

- 148.1** Subject to the provisions of the Acts, but without prejudice to any indemnity to which he may otherwise be entitled, every Director, other officer and auditor of the Company and every former Director, other former officer and former auditor of the Company shall be indemnified out of the assets of the Company against any liability, loss or expenditure incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the foregoing) any liability incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a Director, officer or auditor of the Company and in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of guilt or breach of duty on his part or incurred in connection with any application in which relief is granted to him by the court from liability in respect of any such act or omission or from liability to pay any amount in respect of shares acquired by a nominee of the Company.
- 148.2** To the extent permitted by the Acts, the Directors may arrange and maintain insurance cover at the cost of the Company in respect of any liability, loss or expenditure incurred by any Director, other officer or auditor of the Company in relation to anything done or alleged to have been done or omitted to be done by him as a Director, officer or auditor.