

This document is designed to show the proposed changes to the articles on which shareholders have been asked to vote at the Annual General Meeting of National Express Group PLC to be held on 11 May 2022. A copy of the company's current articles can be obtained from Companies House.

The Companies Act 2006

Articles of Association of National Express Group PLC

Public Company Limited by Shares

(Adopted pursuant to a Special Resolution passed on 14 May 2003 and as amended by Special Resolutions passed 24 May 2006, 1 May 2007, 1 May 2008, 5 May 2010, 7 May 2020 and [11] May 2022)

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THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

NATIONAL EXPRESS GROUP PLC

PRELIMINARY

1. Exclusion of Model Articles and Table A

The regulations contained in Model Articles of Association applicable to the Company under or pursuant to the Act, or in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 and in any Table A applicable to the Company under any former enactment relating to companies shall not apply to the Company except insofar as they are repeated or contained in these Articles

2. Definitions and Interpretation

In these Articles, unless the context otherwise requires -

"Act" means the Companies Act 2006 including any statutory modification thereof for the time being in force,

"address" shall, in any case where electronic form is permitted by or pursuant to these Articles or the Act, include a number or address used for the purpose of sending or receiving notices, documents or information by electronic means but, in any other case, shall not include any number or address used for such purpose,

"Articles" means these Articles of Association as altered from time to time,

"Auditors" means the Auditors for the time being of the Company,

"clear days' notice" means that the notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given or on which it is to take effect,

"Directors" means the Directors for the time being of the Company, or, as the case may be, the Board of Directors for the time being of the Company or the persons present at a duly convened meeting of the Board of Directors or any duly authorised committee thereof at which a quorum is present,

"dividend" includes bonus,

"electronic form" and "electronic means" shall, where the context so requires, have the same meaning as in the Act,

"London Stock Exchange" means London Stock Exchange plc,

"Member" means a member of the Company,

"month" means calendar month,

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

"paid up" includes credited as paid up,

"properly authenticated dematerialised instruction" shall have the meaning given in the Regulations,

"Register" means the Register of Members of the Company required to be kept by the Statutes,

"Regulations" means the Uncertificated Securities Regulations 2001,

"relevant system" shall have the same meaning as in the Regulations,

"Seal" means the common seal of the Company or any official or securities seal that the Company may have or be permitted to have under the Statutes,

"Secretary" means the secretary of the Company and includes a joint, deputy or assistant secretary, and any person appointed by the Directors to perform the duties of the secretary,

"Statutes" means the Companies Acts as defined by section 2 of the Act, and includes the Regulations, and every other statute or subordinate legislation for the time being in force concerning companies and affecting the Company,

"treasury shares" means qualifying shares (within the meaning of section 724(2) of the Act) held by the Company under section 724(3)(a) of the Act,

"United Kingdom" means Great Britain and Northern Ireland,

"in writing" and "written" includes printing, lithography, typewriting, photography and other modes of representing or reproducing words in visible form, whether sent or supplied in electronic form, made available on a website or otherwise

Nothing in these Articles shall preclude the holding and conducting of a meeting in such a way that persons who are not present together at the same place may by electronic means attend and speak and vote at it

References to "electronic facility" mean a device, system, procedure, method or facility (including without limitation conference call systems, website addresses and application software) providing an electronic means of attendance at or participation in (or both attendance at and participation in) a General Meeting determined by the Directors pursuant to Article 72(B)

References to a "meeting" mean a meeting convened and held in any manner permitted by these Articles, including without limitation a General Meeting of the Company at which some or all persons entitled to be present attend and participate by means of electronic facility or facilities, and such persons shall be deemed to be present at that meeting for all purposes of the Act and these Articles and attend and participate, attending and participating and attendance and participation shall be construed accordingly

Words importing the singular number only shall include the plural, and vice versa. Words importing the masculine gender only shall include the feminine gender

Words importing individuals and words importing persons shall include bodies corporate and unincorporated associations

Any reference herein to the provisions of any statute or of any subordinate legislation shall extend to and include any amendment or re-enactment (with or without amendment) thereof for the time being in force

Subject as aforesaid, and unless the context otherwise requires, words and expressions defined in the Statutes, or the Regulations, shall bear the same meanings in these Articles

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles

References herein to a share being in uncertificated form are references to that share being an uncertificated unit of a security

Headings to these Articles are for convenience only and shall not affect construction

SHARES

3. Rights attaching to shares

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such rights (including preferred, deferred or other special rights) or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine)

4. Redemption and purchase of shares

Subject to the provisions of the Statutes -

- (a) any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder. The terms and conditions and manner of redemption may be determined by the Directors provided that this is done before the shares are allotted
- (b) the Company may purchase any of its own shares (including any redeemable shares)

5. Financial assistance

The Company shall not give any financial assistance for the acquisition of shares in the Company except and insofar as permitted by the Statutes

6. Allotment at a discount

The shares of the Company shall not be allotted at a discount and save as permitted by the Statutes shall not be allotted except as paid up at least as to one-quarter of their nominal value and the whole of any premium thereon

7. Payment of commission and brokerage

The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful

8. Allotment of shares

Subject to the provisions of the Statutes or these Articles, the Directors may allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of shares in the Company to such persons at such times and generally on such terms and conditions as they may determine. The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation thereof by the allottee in favour of some other person and 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

9. Recognition of trusts

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

SHARE CERTIFICATES

10. Share certificates

Every share certificate shall be executed under a seal or in such other manner as the Directors may authorise, and shall specify the number and class and the distinguishing number (if any) of the shares to which it relates and the amount paid up thereon. No certificate shall be issued relating to shares of more than one class. The Directors may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical or electronic or other means or may be printed on them or that the certificates need not be signed by any person

11. Rights to share certificates

Subject to Article 16, every person (other than a recognised clearing house (as defined in the Financial Services and Markets Act 2000) or a nominee of a recognised clearing house or of a recognised investment exchange (as defined in Section 207 of the Financial Services and Markets Act 2000) 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 on the Register shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares registered in his name or, in the case of shares of more than one class being registered in his name, a separate certificate for each class of shares so registered, and where a Member (except such a clearing house or nominee of such a clearing house or such an investment exchange) transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of shares of that class retained by him. If a Member shall require additional certificates he shall pay for each additional certificate such reasonable sum (if any) as the Directors may determine

12. Share certificate of joint holders

In respect of certificated shares of one class held jointly by more than one person the Company shall not be bound to issue more than one certificate, and delivery of a certificate for such shares to one of the joint holders of such shares shall be sufficient delivery to all such holders

13. Replacement of share certificates

If any certificate be worn out or defaced then upon delivery thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity with or without security as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate

14. Payment for share certificates

Every certificate issued under the last preceding Article shall be issued without payment, but there shall be paid to the Company such exceptional out-of-pocket expenses of the Company in connection with the request (including, without limiting the generality of the foregoing, the investigation of such request and the preparation and execution of any such indemnity or security) as the Directors think fit

UNCERTIFICATED SHARES

15. Evidence of title

Unless otherwise determined by the Directors and permitted by the Regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument by virtue of the Regulations. Notwithstanding any provisions of these Articles, the Directors shall have power to implement any arrangements they may, in their absolute discretion, think fit in relation to the evidencing of title to and transfer of an uncertificated share (subject always to the Regulations and the facilities and requirements of the relevant system concerned). No provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the holding of shares in uncertificated form

16. Conversion

Conversion of a certificated share into an uncertificated share, and vice versa, may be made in such manner as the Directors may, in their absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned). The Company shall be entitled, in accordance with regulation 32(2)(c) of the Regulations, to require the conversion of an uncertificated share into certificated form to enable it to deal with the share in accordance with any provision in these Articles, including in particular, Articles 53 to 55, 58 and 84

17. Registration

The Company shall enter on the Register how many shares are held by each member in uncertificated form and in certificated form and shall maintain the Register in each case as required by the Regulations and the relevant system concerned. Unless the Directors otherwise determine, holdings of the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings

18. Single class

A class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Regulations which applies only in respect of certificated or uncertificated shares

19. Non-application of Articles 10 to 14

The provisions of Articles 10 to 14 inclusive shall not apply to uncertificated shares

VARIATION OF RIGHTS

20. Variation of class rights

If at any time the share capital is divided into different classes of shares, the rights attached to any class or any of such rights may, subject to the provisions of the Statutes, whether or not the Company is being wound up, be abrogated or varied with the consent in writing

of the holders of at least three-quarters in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares), or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of that class

21. Separate General Meetings

To every such separate General Meeting the provisions of Chapter 3 of Part 13 of the Act (save as stated in section 334(2) to (3)) and the provisions of these Articles relating to General Meetings shall, mutatis mutandis, so far as applicable apply, subject to the following provisions, namely -

- (a) the necessary quorum at any such meeting other than an adjourned meeting shall be two persons present holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (excluding any shares of that class held as treasury shares) and at an adjourned meeting one person present holding shares of the class in question or his proxy,
- (b) any holder of shares of the class in question present in person or by proxy may demand a poll, and
- (c) every holder of shares of that class shall be entitled on a poll to one vote for every share of that class held by him

For the purposes of Article 21(a) above, where a person is present by proxy or proxies, he is treated as holding only the shares in respect of which those proxies are authorised to exercise voting rights

22. Issues of further shares

The rights attached to any class of shares shall, unless otherwise expressly provided by the terms of issue of the shares of that class or by the terms upon which such shares are for the time being held, be deemed not to be abrogated or varied by the creation or issue of further shares ranking pari passu therewith

CALLS ON SHARES

23. Calls

The Directors may, subject to the terms of allotment thereof, from time to time make such calls upon the Members as they think fit in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and each Member shall (subject to the Company serving on him at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made

24. Timing and payment of calls

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

25. Liability of joint holders

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof

26. Interest due on non-payment of calls

If a sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the person from whom it is due shall pay interest on the sum at such rate, not exceeding 15 per cent per annum, as the Directors may determine from the day appointed for the payment thereof until the actual payment thereof, and all expenses that may have been incurred by the Company by reason of such non-payment, but the Directors may, if they shall think fit, waive the payment of such interest and expenses or any part thereof

27. Deemed calls

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified

28. Power to differentiate between holders

The Directors may, on the issue of shares, make arrangements for a difference between the holders of such shares in the amounts of calls to be paid and in the times of payment of such calls

29. Payment of calls in advance

The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the monies, whether on account of the nominal value of the shares or by way of premium, uncalled and unpaid upon any shares held by him, and upon all or any of the monies so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) 12 per cent per annum, as may be agreed upon between the Directors and the Member paying such monies in advance

FORFEITURE AND LIEN

30. Notice if call or instalment not paid

If any Member fails to pay any call or instalment in full on or before the day appointed for payment thereof, the Directors may, at any time thereafter serve a notice on him requiring him to pay so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment

31. Form of notice

The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which, and the place where, such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited

32. Forfeiture for non-compliance

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 the payment required by the notice has been made, be forfeited by a resolution of the Directors to that

effect. Such forfeiture shall extend to all dividends declared and other monies payable in respect of the shares so forfeited and not actually paid before such forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Directors. The Directors may accept a surrender of any share liable to be forfeited hereunder upon such terms and conditions as they think fit

33. Notice after forfeiture

When any share has been forfeited notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share, or the person entitled to the share by transmission, and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture or surrender shall be invalidated by any failure to give such notice or make such entry as aforesaid

34. Disposal of forfeited shares

A share so forfeited or surrendered shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender, as the Directors think fit. Provided that the Company shall not exercise any voting rights in respect of such share and any such share not disposed of in accordance with the foregoing within a period of three years from the date of its forfeiture or surrender shall thereupon be cancelled in accordance with the provisions of the Statutes. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the share so sold or otherwise disposed of to, or in accordance with the directions of, the purchaser thereof or other person becoming entitled thereto

35. Annulment of forfeiture

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

36. Continuing liability

Any person whose shares have been forfeited or surrendered shall cease to be a Member in respect of those shares and shall surrender to the Company for cancellation the certificate for the forfeited or surrendered shares, but shall, notwithstanding such forfeiture or surrender, remain liable to pay to the Company all monies which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the shares, together with interest thereon at such rate, not exceeding 15 per cent per annum, as the Directors may determine from the time of forfeiture or surrender until the time of payment, but his liability shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares, together with interest as aforesaid. The Directors may, if they shall think fit, waive the payment of such interest or any part thereof. The Company may enforce payment of such monies without being under any obligation to make any allowance for the value of the shares forfeited or surrendered or for any consideration received on their disposal

37. Lien on partly-paid shares

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) called or payable at a fixed time in respect of such share, but the Directors may at any time waive any lien which has arisen and may declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all amounts payable in respect of it

38. Enforcement of lien by sale

The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, (i) stating, and demanding payment of, the sum presently payable, and (ii) giving notice of intention to sell in default of such payment, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy or otherwise by operation of law

39. Application of proceeds

The net proceeds of such sale, after payment of the costs thereof, shall be applied in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser

40. Statutory declaration

A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein 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, in the case of certificated shares, the share certificate 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 not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share

TRANSFER OF SHARES

41. Signing of transfer

The instrument of transfer of any certificated share in the Company shall be signed by or on behalf of the transferor (and, in the case of a share which is not fully paid, shall also be signed by or on behalf of the transferee) and, in relation to the transfer of any share (whether a certificated or an uncertificated share) the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof

42. Form of transfer

All transfers of certificated shares shall be effected by instrument in writing in any usual or common form or any other form which the Directors may approve

43. Transfers of uncertificated shares

All transfers of uncertificated shares shall be made in accordance with and be subject to the provisions of the Regulations and the facilities and requirements of the relevant system and, subject thereto, in accordance with any arrangements made by the Directors pursuant to Article 16

44. Right to decline registration

Without prejudice to Article 84, the Directors may, in their absolute discretion, refuse to register any transfer of any share which is not a fully-paid share (whether certificated or uncertificated) provided that, where any such shares are admitted to the Official List of the Financial Conduct Authority or admitted to AIM such discretion may not be exercised in a way which the Financial Conduct Authority or the London Stock Exchange regards as preventing dealings in the shares of the relevant class or classes from taking place on an open and proper basis. The Directors may likewise refuse to register any transfer of a share (whether certificated or uncertificated), whether fully-paid or not, in favour of more than four persons jointly

45. Further right to decline registration

In relation to a certificated share, the Directors may decline to recognise any instrument of transfer unless -

- (a) the instrument of transfer is left at the Office, or at such other place as the Directors may from time to time determine, to be registered, accompanied by the certificate(s) of 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 (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do), and
- (b) the instrument of transfer is in respect of only one class of share

46. Notice of refusal to register

If the Directors refuse to register a transfer they shall, in the case of certificated shares, within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal and (except in the case of fraud) return to him the instrument of transfer or, in the case of uncertificated shares, notify such person as may be required by the Regulations and the requirements of the relevant system concerned. All instruments of transfer which are registered may be retained by the Company

47. No fee for registration

No fee shall be charged by the Company on the registration of any instrument of transfer, probate, letters of administration, certificate of death or marriage, power of attorney, renunciation of a renounceable letter of allotment, stop notice or other document or instruction relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares

48. Destruction of documents

The Company shall be entitled to destroy -

- (a) any instrument of transfer (which phrase, together with reference to documents, shall for the purposes of this Article 48 include electronically generated or stored communications in relation to the transfer of uncertificated shares and any electronic or tangible copies of the same) or other document which has been registered, or on the basis of which registration was made, at any time after the expiration of six years from the date of registration thereof,
- (b) any dividend mandate or any variation or cancellation thereof or any notification of change of address (which shall include, in relation to communications in electronic form, any number or address used for such communications), at any time after the expiration of two years from the date of recording thereof,

- (c) any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation, and
- (d) any proxy form, after one year from the date it was used if it was used for a poll, or after one month from the end of the meeting to which it relates if it was not used for a poll

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that -

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to any claim (regardless of the parties thereto),
- (b) nothing contained in this Article 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 (a) above are not fulfilled,
- (c) references in this Article to the destruction of any document include references to its disposal in any manner,
- (d) references in this Article to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system concerned relating to the transfer of such shares, and
- (e) in relation to uncertificated shares, the provisions of this Article shall apply only to the extent the same are consistent with the Regulations

TRANSMISSION OF SHARES

49. Transmission on death

In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and 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, but nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share which had been solely or jointly held by him

50. Person entitled by transmission

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 being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the Member registered as the holder of any such share before his death or bankruptcy or other event, as the case may be

51. Restrictions on election

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 executing to that person a transfer of the share. 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 or other event had not occurred and the notice or transfer were a transfer signed by the Member registered as the holder of any such share

52. Rights of persons entitled by transmission

A person becoming entitled to a share by reason of the death or bankruptcy of the holder 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 the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company (including meetings of the holders of any class of shares in the Company), provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 60 days the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with

UNTRACED SHAREHOLDERS

53. Power to sell shares

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

- (a) for a period of 12 years no cheque, warrant or order sent by the Company in the manner authorised by these Articles in respect of the share in question has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission provided that in such period of 12 years at least three dividends whether interim or final on or in respect of the share in question have become payable and no such dividend during that period has been claimed,
- (b) the Company has on or after the expiration of the said period of 12 years sent a notice to the registered address or last known address of the Member or person so entitled, of its intention to sell such share, and before sending such a notice to the member or person entitled, the Company is satisfied that it has taken such steps as it, in its sole discretion, deems reasonable in the circumstances to trace the member or person entitled, and
- (c) the Company has not during the further period of three months after the sending of the notice referred to in Article 53(b) and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission

54. Power to sell further shares

If during any 12 year period or three month period referred to in paragraphs (a) and (c) of the preceding Article, further shares have been either issued in respect of those held at the beginning of such 12 year period or of any shares subsequently issued during such periods, and all the other requirements of such Article have been satisfied in respect of the further shares, the Company may also sell such further shares

55. Authority to effect sale

To give effect to any sale pursuant to the previous two Articles, the Directors may authorise any person to execute as transferor an instrument of transfer of the said share and such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such share. The transferee shall not be bound to see to the application of the purchase monies and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale will be forfeited and shall belong to the Company, and the Company will not be obliged to account, nor be liable in any respect, to the former member or person who may or would have been entitled to the share by law for the proceeds of sale, and the Company may use the proceeds of sale for any purpose as the Directors may decide

56. Authority to cease sending cheques

Subject to Article 55, if either (i) on two consecutive occasions cheques, warrants or orders in payment of dividends or other monies payable in respect of any share have been sent through the post or otherwise in accordance with the provisions of these Articles but have been returned undelivered or left uncashed during the periods for which the same are valid or any transfer by bank or other funds transfer system has not been satisfied, or (ii) following one such occasion reasonable enquiries have failed to establish any new postal address of the registered holder, the Company need not thereafter despatch further cheques, warrants or orders and need not thereafter transfer any sum (as the case may be) in payment of dividends or other monies payable in respect of the share in question until the Member or other person entitled thereto shall have communicated with the Company and supplied in writing to the Office an address for the purpose

ALTERATION OF CAPITAL

57. Consolidation and sub-division

The Company may subject to the passing of a resolution authorising it to do so in accordance with the Act

- (a) consolidate and divide all or any of its share capital into shares of a larger nominal amount than its existing shares,
- (b) sub-divide its existing shares, or any of them, into shares of smaller nominal amount, provided that -
 - (i) in the sub-division, consolidation or division the proportion between the amount paid and the amount if any, unpaid on each resulting share shall be the same as it was in the case of the share from which that share is derived, and
 - (ii) the resolution pursuant to which any share is sub-divided may determine that as between the resulting shares one or more of such shares may be given any preference or advantage or be subject to any restriction as regards dividend, capital, voting or otherwise over the others or any other of such shares

58. Fractions of shares

Subject to any direction by the Company in General Meeting, whenever as the result of any consolidation or division of shares Members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine and in particular may sell the shares to which Members are so entitled in fractions to any person (including, subject to the provisions of the Statutes, the Company) and pay and distribute to and among the Members entitled to such shares in due proportions the net proceeds of the sale thereof save for individual entitlements (net of expenses) not

exceeding £3 which may be retained for the benefit of the Company. For the purpose of giving effect to any such sale the Directors may, in respect of certificated shares, nominate some person to execute a transfer of the shares sold on behalf of the Members so entitled to, or, in respect of uncertificated shares, nominate any person to transfer such shares in accordance with the facilities and requirements of the relevant system concerned or make such other arrangements as are compatible with the relevant system concerned or, in either case, in accordance with the directions of the buyer thereof and may cause the name of the transferee(s) to be entered in the Register as the holder(s) of the shares comprised in any such transfer, and such transferee(s) shall not be bound to see to the application of the purchase money nor shall such transferee's(s') title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. For the purposes of this Article, any shares representing fractional entitlements to which any Member would, but for this Article, become entitled may be issued in certificated form or uncertificated form

59. Reduction of share capital

Subject to the provisions of the Statutes, the Company may by Special Resolution reduce its share capital, any capital redemption reserve, any share premium account and any redenomination reserve in any way

GENERAL MEETINGS

60. Annual General Meeting

The Company shall in accordance with the Statutes, hold a General Meeting as its Annual General Meeting. The Annual General Meeting shall be held at such time and place (including any alternative means of participation and attendance as referred to in Article 62) as the Directors shall appoint

61. General Meetings

All General Meetings other than Annual General Meetings shall be called General Meetings

62. Convening of General Meetings

The Directors may, whenever they think fit, convene a General Meeting, and General Meetings shall also be convened on requisition, or, in default, may be convened by the requisitionists, as provided by the Statutes. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum the Directors in the United Kingdom capable of acting may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors. The Directors shall determine in relation to each General Meeting any alternative means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the General Meeting shall be enabled to do so by simultaneous attendance and participation at a satellite meeting place or places, in accordance with Article 70 anywhere in the world determined by them, and/or by means of electronic facility or facilities determined by them in accordance with Article 72(B)

NOTICE OF GENERAL MEETINGS

63. Length and form of notice

(A) An Annual General Meeting shall be called by not less than 21 clear days' notice in writing, and a meeting of the Company other than an Annual General Meeting shall be called by not less than 14 clear days' notice in writing. (If the Company is a traded company (as defined in section 360C of the Act), the provisions of section 307A must be complied with if the meeting is to be called by less than 21 clear days' notice, unless the meeting is of holders of a class of shares)

- (B) The notice shall state the place (including the place of any satellite meeting determined by the Directors pursuant to Article 70 and shall specify any means of attendance and participation determined by the Directors pursuant to Article 72(B)), the date and the time of the meeting and the general nature of the business to be dealt with. The notice calling an Annual General Meeting shall state that the meeting is an Annual General Meeting and the notice convening a meeting to pass a Special Resolution shall specify the intention to propose the resolution as such and shall include the text of the resolution
- (C) The notice shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Statutes or by the Company in General Meeting, to such persons as are entitled to receive such notices from the Company and shall comply with the provisions of the Statutes as to informing Members of their right to appoint proxies. If on two consecutive occasions any notice document or other information have been sent (whether through the post or in electronic form) to any Member at his registered address or his address for the service of notices but have been returned undelivered (in the case of an item sent or supplied in electronic form, it will be treated as undelivered if the Company receives notification that it was not delivered to the address to which it was sent), such Member shall not thereafter be entitled to receive notices, documents and information from the Company until he shall have communicated with the Company and supplied in writing to the Office a new registered address or address within the United Kingdom for the service of notices, documents and information

64. **Short notice**

A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed -

- (a) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat, and
- (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right (excluding any shares in the Company held as treasury shares)

This Article 64 does not apply to General Meetings (other than meetings of holders of a class of shares) of a traded company (as defined in section 360C of the Act)

65. **Omission or non-receipt of notice of resolution or meeting or proxy**

The accidental failure to give notice of a meeting, or of a resolution intended to be moved at a meeting, or to issue an invitation to appoint a proxy with a notice where required by these Articles, to any one or more persons entitled to receive notice, or the non-receipt of notice of a meeting or of such a resolution or of an invitation to appoint a proxy by any such persons, whether or not the Company becomes aware of such failure to give or to issue or such non-receipt, shall be disregarded for the purpose of determining whether notice of the meeting or of any resolution to be moved at the meeting is duly given

66. **Postponement of General Meetings**

If the Directors, in their absolute discretion, consider that it is impracticable or undesirable for any reason to hold a General Meeting-

- (a) on the date or at the time specified in the notice calling the meeting,

- (b) at the place specified in the notice calling the meeting (including any satellite meeting place to which Article 70 applies), or
- (c) by means of an electronic facility or facilities specified in the notice calling the meeting,

they can change any such place and/or electronic facility or facilities and/or postpone the meeting. When a meeting is so postponed or any place or electronic facility is changed, an announcement of the date, time, place(s) and/or, electronic facility/ies as applicable for the rearranged meeting shall, if practicable, be placed in at least two national newspapers in the United Kingdom. No new notice of the meeting shall be required. If a meeting is rearranged in this way, proxy forms are valid if they are received as required by these Articles not less than 48 hours before the time of the rearranged meeting. The Directors may further change any such place(s) and/or electronic facility(ies) and/or postpone any rearranged meeting under this Article

PROCEEDINGS AT GENERAL MEETINGS

67. Quorum

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 otherwise provided herein, two Members present in person or by proxy and entitled to vote shall be a quorum. The appointment of a Chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting

68. Entitlement to attend and speak

- (A) Each Director shall be entitled to attend and speak at any General Meeting of the Company and at any separate General Meeting of the holders of any class of shares in the Company. The Chairman of the meeting may invite any person to attend and speak at any General Meeting of the Company whom the Chairman of the meeting considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting
- (B) All persons seeking to attend and participate in a General Meeting by way of electronic facility or facilities are responsible for maintaining adequate facilities to enable them to do so. Any inability of a person to attend or participate in a General Meeting by means of electronic facility or facilities shall not invalidate the proceedings at that meeting

69. Procedure if quorum not present

If within five minutes (or such longer time as the Chairman may decide) from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting, if convened by or upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place (including, if relevant, any satellite meeting place pursuant to Article 70) and with such means of attendance and participation (including, if relevant, any electronic facility pursuant to Article 70 and/or 72(B)) as the Chairman shall appoint (save that if the Company is a traded company (as defined in section 360C of the Act), the provisions of section 307A will also apply, unless the meeting is of holders of a class of shares). If at such adjourned meeting a quorum be not present within five minutes from the time appointed therefor, the Member or Members present in person or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place

70. Simultaneous attendance at other places

In the case of any General Meeting, the Directors may, notwithstanding the specification in the notice convening the General Meeting of the place at which the Chairman of the meeting shall preside (the "Principal Place"), make arrangements for simultaneous attendance and participation at another place or other places anywhere in the world (a "satellite meeting") by Members and proxies and others entitled to attend the General Meeting

The Members present in person or by proxy at any satellite meeting place or places shall be counted in the quorum for, and entitled to vote at, the General Meeting in question. That meeting shall be duly constituted and its proceedings valid if the Chairman of the meeting believes that adequate facilities are available throughout the meeting to ensure that Members attending at the Principal Place and all satellite meeting places are able to-

- (a) hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the Principal Place and any satellite meeting place,
- (b) if they speak, be heard and seen by all other persons so present, and
- (c) if they have the right to vote at the meeting, vote during the meeting on a poll on resolutions put to the meeting on which they have the right to vote and such Members' votes can be taken into account in determining whether or not such resolutions are passed

71. Level of attendance at other places

Such arrangements for simultaneous attendance at the General Meeting may include arrangements regarding the level of attendance at the other places provided that they shall operate so that any Members and proxies excluded from attendance at the Principal Place are able to attend at one of the other places. For the purpose of all other provisions of these Articles any such General Meeting shall be treated as being held and taking place at the Principal Place

72. Arrangements facilitating organisation and administration

- (A) The Directors may, for the purpose of facilitating the organisation and administration of any General Meeting (at the Principal Place and at any satellite meeting place) to which such arrangements apply, from time to time make arrangements, whether involving the issue of tickets or the imposition of some random means of selection or otherwise as they shall in their absolute discretion consider to be appropriate, and may from time to time vary any such arrangements or make new arrangements in their place. The entitlement of any Member or proxy or other person entitled to attend a General Meeting at a particular venue shall be subject to such arrangements as may for the time being be in force whether stated in the notice of the meeting or adjourned meeting to apply to that meeting or notified to the Members concerned subsequent to the provision of the notice
- (B) In the case of any General Meeting, the Directors may, notwithstanding the specification in the notice convening the General Meeting of the Principal Place, make arrangements for simultaneous attendance and participation by Members and proxies and others entitled to attend the General Meeting by means of electronic facility or facilities and determine the means, or all different means, of attendance and participation used in relation to a General Meeting. The Members present in person or by proxy by means of electronic facility or facilities shall be counted in the quorum for, and entitled to participate in, the General Meeting in question. That meeting shall be duly constituted and its proceedings valid if the Chairman of the meeting believes that adequate facilities are available throughout the meeting to

ensure that Members attending the meeting by all means (including by means of electronic facility or facilities) are able to-

- (i) hear all persons who speak at the meeting,
- (ii) if they speak, be heard by all other persons present at the meeting, and
- (iii) if they have the right to vote at the meeting, vote during the meeting on a poll on resolutions put to the meeting on which they have the right to vote and such Members' votes can be taken into account in determining whether or not such resolutions are passed

When deciding whether a person is attending or participating in a meeting other than at a physical place, it is immaterial where that person is or how that person is able to communicate with others who are attending and participating. If it appears to the chairman of the General Meeting that an electronic facility has become inadequate for the purposes referred to in Article 72(B), then the Chairman may, without the consent of the meeting, adjourn the General Meeting. All business conducted at that General Meeting up to the time of that adjournment shall be valid and the provisions of Article 76(B) shall apply to that adjournment

73. Security arrangements

The Directors or the Chairman of the meeting or any person authorised by the Directors may direct that Members, proxies or corporate representatives wishing to attend any General Meeting or anyone else permitted by the Chairman of the meeting to attend should submit to such searches or other security arrangements or restrictions (including, without limitation, restriction on items of personal property which may be taken into the meeting and requirements for evidence of identity) as the Directors or the Chairman of the meeting or such person authorised by the Directors shall consider appropriate in the circumstances. Such persons shall be entitled in their absolute discretion to refuse entry to, or to eject from, such General Meeting any such person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions

If arrangements for participation by means of electronic facility or facilities have been made pursuant to Article 72(B), the Directors or the Chairman of a General Meeting or any person authorised by the Directors may make any arrangement and impose any requirement or restriction as is necessary to ensure the identification of those taking part and the security of electronic communications

74. Safety and orderly conduct

The Directors or the Chairman of the meeting or any person authorised by the Directors may, at any meeting, take such action as is thought fit to secure the safety of the people attending the meeting and to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting and the Chairman of the meeting's decision on matters of procedure or matters arising incidentally from the business of the meeting shall be final, as shall be his determination as to whether any matter is of such a nature

75. Chairman of General Meetings

The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman, or if at any General Meeting he shall not be present within 15 minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the Directors present shall select one of their number to be Chairman, or if no Director be present and willing to take the chair, the Members present and entitled to vote shall choose one of their number to be Chairman of the meeting. In the case of an equality of votes, whether on a show of hands or a poll, the Chairman shall not be entitled to a second or casting vote

76. Adjournment with consent

- (A) The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting either sine die or to another time and/or place (including, if relevant, from any satellite meeting place pursuant to Article 70) and/or with such means of attendance and participation (including, if relevant, any or electronic facility pursuant to Article 72(B)), but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place
- (B) When a meeting is adjourned for 30 days or more, not less than seven clear days' notice in writing of the adjourned meeting shall be given specifying the day, the place (including, if relevant, any satellite meeting place pursuant to Article 70), any means of attendance and participation (including, if relevant, any electronic facility pursuant to Article 72(B)) and the time of the meeting as in the case of the meeting from which the adjournment took place, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment

77. Adjournment without consent

Without prejudice to any other provisions of these Articles, the Chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or has already been adjourned or a quorum is present) either sine die or to another time and/or place (including, if relevant, from any satellite meeting place pursuant to Article 70 and/or with such means of attendance and participation (including, if relevant, any electronic facility pursuant to Article 72(B)) where it appears to him that (a) the Members wishing to attend cannot be conveniently accommodated in the Principal Place or any satellite meeting place, (b) the conduct of any persons prevents or is likely to prevent the orderly continuation of the business or (c) it would facilitate the conduct of the business of the meeting to do so

78. Amendments to resolutions

If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution no amendment thereto (other than an amendment to correct a patent error) may in any event be considered or voted upon. In the case of a resolution duly proposed as an Ordinary Resolution, no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon unless either at least forty-eight hours prior to the time appointed for holding the General Meeting or adjourned meeting at which such Ordinary Resolution is to be proposed notice in writing of the terms of the amendment and intention to move the same has been lodged at the Office or the Chairman in his absolute discretion decides that it may be considered or voted upon

79. Method of voting and demand for a poll

At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless -

- (a) a poll is (before or on the declaration of the result of the show of hands) demanded
 -
 - (i) by the Chairman,
 - (ii) by at least five Members present in person or by proxy and having the right to vote on the resolution,

- (iii) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares),
- (iv) by a Member or Members present in person or by proxy holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right (excluding any shares in the Company conferring a right to vote on the resolution which are held as treasury shares), or

(b) notice is given in advance of the meeting in writing to all persons entitled to attend such meeting that the relevant resolution or resolutions shall be decided by a poll

Unless a poll be so demanded or notified (and the demand is not subsequently withdrawn), a declaration by the Chairman, that a resolution has on a show of hands been passed or passed unanimously, or with a particular majority, or lost, or an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution

Except as provided in Article 80, if a poll is duly demanded or notified it shall be taken in such manner (including the use of ballot or voting papers or tickets or electronic means) as the Chairman of the meeting directs and he may appoint scrutineers and fix a time and means for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded or notified

80. **Timing and procedure for a poll**

A poll demanded on the election of a Chairman or on the question of an adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 clear days after the date of the meeting or adjourned meeting at which the poll is demanded) and place and/or by such electronic means as the Chairman may direct. No notice need be given of a poll not taken immediately. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The demand for a poll may be withdrawn with the consent of the Chairman at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made

VOTES OF MEMBERS

81. **Votes of Members**

Subject to any rights or restrictions for the time being attached to any class or classes of shares and to any other provisions of these Articles or the Statutes -

- (a) on a show of hands every Member present in person shall have one vote,
- (b) on a show of hands every proxy present who has been duly appointed by one or more Members shall have one vote provided that a proxy shall have one vote for and one vote against the resolution if -
 - (i) the proxy has been duly appointed by more than one Member entitled to vote on the resolution, and
 - (ii) the proxy has been instructed by, or exercises a discretion given by, one or more of those Members to vote for the resolution and has been instructed by,

or exercises a discretion given by, one or more other of those Members to vote against it, and

(c) on a poll every Member present in person or by proxy shall have one vote for each share of which he is a holder

82. Votes of joint holders

In the case of joint holders of a share the vote of the senior holder who votes, 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 the Register in respect of the share

83. Voting on behalf of incapable Member

A Member in respect of whom an order has been made by any court or official having jurisdiction (in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised on their behalf appointed by that court or official, and such receiver, curator bonis or other person may vote by proxy provided that evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote has been delivered at the Office (or at such other place as may be specified in accordance with these Articles for the delivery or receipt of appointments of a proxy), not later than the last time at which an appointment of a proxy should have been delivered or received in order to be valid for use at that meeting or on the holding of that poll

84. Suspension of rights for non-payment of calls and non-disclosure of interests

(A) No Member shall, unless the Directors otherwise determine, be entitled, in respect of any share in the capital of the Company held by him, to be present or to vote on any question, either in person or by proxy, at any General Meeting, or meeting of the holders of any class of shares of the Company, or upon any poll or to be reckoned in a quorum, or to exercise any other right or privilege conferred by membership in relation to General Meetings of the Company or meetings of the holders of any class of shares of the Company if any call or other sum presently payable by him to the Company in respect of such share remains unpaid

(B) If any Member, or any other person appearing to be interested in any shares in the capital of the Company held by such Member, has been duly served with a notice under Section 793 of the Act and is in default for the restriction period (as defined in paragraph (F)(ii) below) in supplying to the Company the information thereby required, then the Directors may in their absolute discretion at any time thereafter by notice (a "restriction notice") to such Member direct that in respect of the shares in relation to which the default occurred and any other shares held at the date of the restriction notice by the Member, or such of them as the Directors may determine from time to time ("the restricted shares", which expression shall include any further shares which are issued in respect of such restricted shares) and for so long as the default continues, the Member shall not nor shall any transferee to which any of such shares are transferred other than pursuant to a permitted transfer (as defined in paragraph 84(C)(iii) below) or pursuant to paragraph (C)(iii) below be entitled to be present or to vote on any question, either in person or by proxy, at any General Meeting of the Company or meeting of the holders of any class of shares of the Company, or upon any poll or to be reckoned in a quorum, or to exercise any other right or privilege conferred by membership in relation to General Meetings of the Company or meetings of the holders of any class of shares of the Company

(C) Where the restricted shares represent at least 0.25 per cent (in nominal value) of the issued shares of the same class as the restricted shares, (excluding any shares

of that class held as treasury shares), then the restriction notice may also direct that -

- (i) any dividend or part thereof or other monies which would otherwise be payable on or in respect of the restricted shares shall be retained by the Company and shall not bear interest against the Company, and shall be payable (when the restriction notice ceases to have effect) to the person who would but for the restriction notice have been entitled to them, and/or
- (ii) where an offer of the right to elect to receive assets including shares of the Company instead of cash in respect of any dividend is or has been made by the Company, any election made thereunder by such Member in respect of such restricted shares shall not be effective, and/or
- (iii) no transfer of any of the shares held by such Member shall be effective or shall be recognised or registered by the Company unless the transfer is a permitted transfer or -
 - (a) the Member is not himself in default as regards supplying the information required, and
 - (b) the transfer is of part only of the Member's holding and, when presented for registration, is accompanied by a certificate by the Member in a form satisfactory to the Directors to the effect that after due and careful enquiry the Member is satisfied that none of the shares the subject of the transfer are restricted shares

Upon the giving of a restriction notice its terms shall apply accordingly

- (D) The Company shall send a copy of the restriction notice to each other person appearing to be interested in the shares the subject of such notice, but the failure of omission by the Company to do so shall not invalidate such restriction notice
- (E) Any restriction notice shall have effect in accordance with its terms until not more than seven days after the Directors are satisfied that the default in respect of which the restriction notice was issued no longer continues but shall cease to have effect in relation to any shares which are transferred by such Member by means of a permitted transfer or in accordance with Article 84(C)(iii) above on receipt by the Company of notice that a transfer as aforesaid has been made. The Directors may at any time give notice cancelling, or suspending for a stated period the operation of, a restriction notice in whole or in part
- (F) For the purposes of this Article -
 - (i) a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification under the said Section 793 which either (a) names such person as being so interested or (b) (after taking into account the said notification and any other relevant information in the possession of the Company) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares,
 - (ii) the restriction period is 28 days from the date of service of the notice under the said Section 793 except where the restricted shares represent at least 0.25 per cent (in nominal value) of the issued shares of the same class as the restricted shares in which case the restriction period is 14 days from such date, and
 - (iii) a transfer of shares is a permitted transfer if but only if -

- (a) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a takeover offer for a company (as defined in Section 974 of the Act), or
- (b) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the transferring Member and/or with any other person appearing to be interested in such shares (and for the purposes of this sub-paragraph any associate (as that term is defined in Section 435 of the Insolvency Act 1986) shall be included among the persons who are connected with the Member or any person appearing to be interested in such shares), or
- (c) the transfer results from a sale made through a recognised investment exchange or any stock exchange outside the United Kingdom on which the Company's shares of the same class as the restricted shares are normally dealt in

(G) The provisions of this Article are in addition and without prejudice to the provisions of the Statutes

85. **Objections to and errors in voting**

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive. Whether a proxy or corporate representative has voted in accordance with any instructions given by the Member who has appointed such proxy or corporate representative need not be verified by the Company or any other person and any vote (whether on a show of hands or a poll) given by such proxy or corporate representative will be valid for all purposes notwithstanding any failure to follow such instructions

86. **Voting on a poll**

On a poll votes may be given personally or by proxy and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way

87. **Execution of proxies**

The appointment of a proxy shall be in any usual or common form, or any other form which the Directors may approve

- (a) under the hand of the appointor or of his attorney duly authorised in writing,
- (b) or if the appointor is a corporation, either under seal, or under the hand of an officer or attorney or other person duly authorised, or
- (c) if permitted by the Directors, in electronic form in the manner and form and subject to such terms and conditions as the Directors may decide

The signature, if applicable, on such appointment need not be witnessed

88. **Appointment of proxies**

A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend and to speak and to vote on the same occasion, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the

Member. Deposit or receipt of an appointment of a proxy shall not preclude a Member from attending and voting in person at the meeting or any adjournment thereof

89. Delivery of proxies

(A) The appointment of a proxy and (failing previous registration with the Company) the power of attorney or other authority, if any, under which it is executed, or a notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of that power or authority or a copy certified in some other manner approved by the Directors, shall -

- (i) where the appointment is by instrument in writing, be deposited at the Office or at such other place or one of such places (if any) within the United Kingdom as is or are specified for that purpose in or by way of note to the notice convening the meeting or any document accompanying such notice, or
- (ii) where the appointment is sent in electric form, be received at such address, if any, as has been specified by the Company for the purpose of receiving the appointment of a proxy in electronic form in or by way of note to the notice convening the meeting or any proxy or other document accompanying such notice or in any invitation sent in electronic form to appoint a proxy issued by the Company in relation to the meeting,

not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument or (as the case may be) electronic communication proposes to vote, or, in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting, not less than 24 hours before the time appointed for the taking of the poll at which it is to be used, and in default the appointment of proxy shall not be treated as valid

In calculating the time periods mentioned in this Article 89(A) no account shall be taken of any part of a day that is not a working day

(B) Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Directors may from time to time permit appointments of a proxy to be made by an Uncertificated Proxy Instruction, (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system concerned)), and may in a similar manner permit supplements to, or amendments or revocations of, any such Uncertificated Proxy Instruction to be made by like means. Notwithstanding any other provision of these Articles, the Directors may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the company or such participant. The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder

90. Multiple appointments of proxy for same share

If two or more valid but differing appointments of proxy are delivered or (in the case of appointments in electronic form) received in accordance with Article 89 in respect of the same share for use at the same meeting, the one which is last delivered or received (regardless of its date, date of sending or the date of its execution) shall be treated as

replacing and revoking the others as regards that share. If the Company is unable to determine which was delivered or received last, none of them shall be treated as valid in respect of that share

91. **Validity of proxies**

The appointment of a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No appointment of a proxy shall be valid after the expiration of 12 months from the date of its deposit or receipt in accordance with Article 89(A) except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within 12 months from that date

92. **Authority of proxies to call for a poll**

The appointment of a proxy to vote on a matter at a meeting of the Company shall be deemed to confer authority on the proxy to demand or join in demanding a poll on that matter

93. **Cancellation of proxy's authority**

A vote given or poll demanded in accordance with the terms of an appointment or a proxy of by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or determination of the authority of the person voting or demanding a poll, provided that no intimation in writing of such death, insanity, revocation or determination shall have been received by the Company at the Office or such other place (if any) as is specified for depositing the instrument of proxy (or, where the appointment of the proxy is in electronic form, at the address at which such appointment was duly received) in accordance with Article 89 before the time for holding the meeting or adjourned meeting or the time appointed for taking a poll subsequently thereto at which such vote is given

94. **Corporate representatives**

Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person or persons to act as its representative or representatives at any meeting of the Company or of any class of Members of the Company. The person or persons so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat. Where the corporation authorises more than one person, the provisions of section 323(3) and (4) of the Act apply

DIRECTORS

95. **Number of Directors**

Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two. The Company may by Ordinary Resolution from time to time vary the minimum number and/or maximum number of Directors

96. **Directors' shareholding qualification**

A Director shall not be required to hold any shares in the capital of the Company. A Director who is not a Member shall nevertheless be entitled to receive notice of and attend and speak at all General Meetings of the Company and all separate General Meetings of the holders of any class of shares of the Company

97. Age of Directors

There shall not be an age limit for Directors

98. Other interests of Directors

Subject to the provisions of the Statutes, a Director of the Company may be or continue as or become a director or other officer, employee or member of, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate in which the Company may be (directly or indirectly) interested as shareholder or otherwise or any parent undertaking or subsidiary undertaking of any parent undertaking of the Company, and no such Director shall, by reason of his office, be accountable to the Company for any remuneration or other benefits which derive from any such office or employment or from any contract, transaction or arrangement with, or from his membership or interest in, such other body corporate or undertaking. No such office, employment, contract, transaction or arrangement or interest shall be liable to be avoided on the ground of any such interest or benefit

99. Directors' fees and expenses

- (A) The Directors shall be paid out of the funds of the Company by way of fees for their services as Directors (including the fees of the Chairman) such sums (if any) as the Directors may from time to time determine (not exceeding in the aggregate an annual sum (excluding amounts payable under any other provision of these Articles) of £895,000 or such larger amount as the Company may by Ordinary Resolution determine) and such remuneration shall be divided between the Directors as they shall agree or, failing agreement, equally. Such remuneration shall be deemed to accrue from day to day. The Directors may be paid fees for their services in ordinary shares in the Company, as the Directors from time to time think fit. Where the fees of a Director are paid wholly or partly in the form of ordinary shares, the value of those fees to the extent so paid shall, for the purposes of this Article, be deemed to be the number of such ordinary shares multiplied by the average of the middle market quotations for ordinary shares derived from the Official List of the Financial Conduct Authority for the ten business days immediately preceding the payment of such fees
- (B) The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or of the holders of any class of shares or debentures of the Company or otherwise in connection with the business of the Company

100. Additional remuneration

Any Director who is appointed to any executive office or who 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, percentage of profits or otherwise as the Directors may determine

ALTERNATE DIRECTORS

101. Alternate Directors

- (A) Each Director shall have the power at any time to appoint as an alternate Director either (i) another Director or (ii) any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree

otherwise) only take effect upon receipt of such written appointment or removal at the Office or at a meeting of the Directors or in the case of an appointment or removal in electronic form, at such address (if any) as specified by the Company for such purpose. An alternate Director shall not be required to hold any shares in the capital of the Company and shall not be counted in reckoning the maximum and minimum numbers of Directors allowed or required by Article 95

- (B) An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be an agent of his appointor
- (C) An alternate Director shall be entitled to attend and vote as a Director at any meeting of Directors or any committee of the Directors of which his appointor is a member at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties of his appointor as Director and if (but only if) his appointor so directs shall also be entitled (subject to his giving to the Company an address within the United Kingdom or an address for the purpose of sending or receiving documents or information by electronic means at which notices may be served upon him) to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member
- (D) The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting
- (E) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum be present

BORROWING POWERS

102. Directors' borrowing powers and restrictions on borrowing

- (A) Subject as hereinafter provided the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital, or any part thereof, and, subject to the provisions of the Statutes, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party
- (B) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all monies borrowed by the Group (which expression in this Article means the Company and its subsidiary undertakings for the time being) and for the time being owing to persons outside the Group shall not at any time, without the previous sanction of an Ordinary Resolution of the Company exceed a sum equal to five times the aggregate of -

- (ii) the amount paid up on the issued share capital of the Company, and
- (iii) the total of the capital and revenue reserves of the Group (including any share premium account, capital redemption reserve and credit balance on the profit and loss or retained earnings account), in each case, whether or not such amounts are available for distribution,

all as shown in the latest audited consolidated balance sheet of the Group but after -

- (a) making such adjustments as may be appropriate in respect of any variation in such amount paid up on the issued share capital, or share premium account or capital redemption reserve or merger reserve since the date of such latest audited consolidated balance sheet and so that for this purpose if any issue or proposed issue of shares for cash or otherwise has been underwritten or otherwise agreed to be subscribed (for cash or otherwise) then, at any time when the underwriting of such shares or other agreement as aforesaid shall be unconditional, such shares shall be deemed to have been issued and the amount (including any premium) payable (or which would be credited as payable) in respect thereof (not being monies payable later than six months after the date of allotment) shall be deemed to have been paid up to the extent that the underwriters or other persons are liable therefor,
- (b) deducting (to the extent included) any amounts distributed or proposed to be distributed (but not provided in such latest audited consolidated balance sheet) other than distributions attributable to the Company or any subsidiary undertaking,
- (c) adding back an amount equal to the goodwill and other intangible assets arising on acquisitions of subsidiary undertakings and businesses which, as at the date of the relevant calculation, remain within the Company and its subsidiary undertakings and which have been written off against reserves either by direct charge or by charge through the profit and loss or income account,
- (d) excluding -

 - (i) any sums set aside for taxation, and
 - (ii) any amounts attributable to outside shareholders in subsidiary undertakings of the Company,

- (e) deducting any debit balance on the profit and loss or retained earnings account, and
- (f) making such adjustments (if any) as the Auditors may consider appropriate

(C) For the purpose of the foregoing limit "money borrowed" shall be deemed to include the following except insofar as otherwise taken into account (together in each case with any fixed or minimum premium payable on final redemption or repayment) -

- (i) the principal amount for the time being owing (other than to a member of the Group) in respect of any loan capital, whether secured or unsecured, issued by a member of the Group in whole or in part for cash or otherwise,

- (ii) the principal amount raised by any member of the Group by acceptances or under any acceptance credit opened on its behalf by any bank or accepting house other than acceptances relating to the purchase of goods in the ordinary course of trading and outstanding for not more than 90 days,
- (iii) the nominal amount of any issued share capital, and the principal amount of any monies borrowed or other indebtedness, the redemption or repayment of which is guaranteed or secured or is the subject of an indemnity given by any member of the Group and the beneficial interest in the redemption or repayment of which is not owned within the Group, and
- (iv) the nominal amount of any issued share capital (not being equity share capital which as regards capital has rights no more favourable than those attached to its ordinary share capital) of any subsidiary undertaking of the Company owned otherwise than by other members of the Group,

but "monies borrowed" shall be deemed not to include -

- (i) amounts borrowed for the purpose of repaying the whole or any part (with or without premium) of any money borrowed by any member of the Group then outstanding and so to be applied within six months of being so borrowed pending their application for such purpose within such period, and
- (ii) the proportion of the excess outside borrowing of a partly owned subsidiary undertaking which corresponds to the proportion of its equity share capital which is not directly or indirectly attributable to the Company and so that, for this purpose, the expression "excess outside borrowing" shall mean so much of the monies borrowed by such partly owned subsidiary undertaking otherwise than from members of the Group as exceeds the monies borrowed (if any) from and owing to it by other members of the Group

When the aggregate amount of monies borrowed required to be taken into account for the purposes of this Article on any particular day is being ascertained, any of such monies denominated or repayable (or repayable at the option of any person other than the Company or any subsidiary undertaking) in a currency other than sterling shall be translated for the purpose of calculating the sterling equivalent at the rate(s) of exchange prevailing on that day in London or on the last business day six months before such day if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange prevailing shall be taken as the spot rate in London quoted at or about 11.00 a.m. on the day in question by a London clearing bank approved by the Directors, as being the rate for the purchase by the Company of the amount of the currency in question in sterling)

In establishing the amount of all monies borrowed by the Group referred to in this Article there shall be set off against the aggregate amount of monies borrowed all cash at bank and in hand, cash deposits, certificates of deposit of governments and companies and securities of governments owned by the Company or any of its subsidiary undertakings

- (D) A certificate or report by the Auditors as to the amount of the limit in paragraph (B) of this Article or the aggregate amount of monies borrowed falling to be taken into account under paragraph (C) of this Article or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times or during any period shall be conclusive evidence of such amount or fact for the purposes of this Article

No lender or other person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or inquire whether the said limit is observed

and no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the said limit has been or would thereby be exceeded

(E) In this Article "subsidiary undertaking" means a subsidiary undertaking of the Company which is required by the Statutes to be included in consolidated group accounts

POWERS AND DUTIES OF DIRECTORS

103. Powers of Company vested in the Directors

The business of the Company shall be managed by the Directors, who may exercise all the powers of the Company subject, nevertheless, to the provisions of these Articles and of the Statutes, and to such directions as may be given by the Company in General Meeting by Special Resolution provided that no alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if such alteration had not been made or such direction had not been given. The general powers conferred upon the Directors by this Article shall not be deemed to be abridged or restricted by any specific power conferred upon the Directors by any other Article

104. Pensions, insurance and gratuities for Directors and others

(A) The Directors may exercise all the powers of the Company to give or award pensions, annuities, gratuities or other retirement, superannuation, death or disability allowances or benefits (whether or not similar to the foregoing) to (or to any person in respect of) any persons who are or have at any time been directors of the Company or of any body corporate which is or was a subsidiary undertaking or a parent undertaking of the Company or another subsidiary undertaking of a parent undertaking of the Company or otherwise associated with the Company or any such body corporate, or a predecessor in business of the Company or any such body corporate, and to the spouses, civil partners, former spouses, former civil partners, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of schemes, trusts and funds (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them, and so that any Director or former Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such trust, fund or scheme or otherwise)

(B) Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors of the Company, or of any other body (whether or not incorporated) which is or was its parent undertaking or subsidiary undertaking or another subsidiary undertaking of any such parent undertaking (together "Group Companies") or otherwise associated with the Company or any Group Company or in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, or who are or were at any time trustees of (or directors of trustees of) any pension, superannuation or similar fund, trust or scheme or any employees' share scheme or other scheme or arrangement in which any employees of the Company or of any such other body are interested, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the actual or purported exercise of their powers and discretions and/or

otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body, fund, trust, scheme or arrangement

(C) Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to establish, maintain, and contribute to any scheme for encouraging or facilitating the holding of shares in the Company or in any connected company by or for the benefit of current or former Directors of the Company or any connected company or any company otherwise allied or associated with the Company or connected company or the spouses, civil partners, former spouses, former civil partners, families, connections or dependants of any such persons and, in connection with any such scheme, to establish, maintain and contribute to a trust for the purpose of acquiring and holding shares in the Company or any connected company and to lend money to the trustees of any such trust or to any individual referred to above

105. Local boards

The Directors may make such arrangements as they think fit for the management and transaction of the Company's affairs in the United Kingdom and elsewhere and may from time to time and at any time establish any local boards or agencies for managing any of the affairs of the Company in any specified locality, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration. And the Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors (other than the powers of borrowing and of making calls) with power to sub-delegate, and may authorise the member for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

106. Attorneys

The Directors may from time to time and at any time by power of attorney or otherwise appoint any body corporate, firm or person or body of persons, to be the attorney or attorneys or agent or agents of the Company for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointments 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 and discretions vested in him.

107. Official Seal

The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and the powers conferred by the Statutes with regard to having an official seal for sealing securities and for sealing documents creating or evidencing securities, and such powers shall be vested in the Directors.

108. Overseas branch register

The Company may exercise the powers conferred upon the Company by the Statutes with regard to the keeping of an overseas branch register, and the Directors may (subject to the provisions of the Statutes) make and vary such regulations as they may think fit respecting the keeping of any such register.

109. **Directors' permitted interests and entitlement to vote**

(A) Subject to the provisions of the Statutes, a Director may hold any other office or place of profit with the Company, except that of Auditor, in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company (otherwise than as Auditor), and in any such case on such terms as to remuneration and otherwise as the Directors may decide. Any such remuneration shall be in addition to any remuneration provided for by any other Article. No Director or intending Director shall be disqualified by his office from entering into, or being otherwise interested in, any of the foregoing, or any other contract, transaction or arrangement with the Company or in which the Company has a (direct or indirect) interest. Subject to the provisions of the Statutes and save as therein provided, no such contract, transaction or arrangement shall be liable to be avoided on the grounds of the Director's interest, nor shall any Director be liable to account to the Company for any remuneration or other benefit which derives from any such contract, transaction or arrangement or interest by reason of such Director holding that office or of the fiduciary relationship thereby established, but he shall declare the nature of his interest in accordance with the requirements of the Statutes

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

(C) A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) at a meeting of the Directors in respect of any resolution concerning any of the following matters, namely

-

(i) the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary undertakings,

(ii) the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,

(iii) any proposal concerning an offer of securities of or by the Company or any of its subsidiary undertakings in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate,

(iv) any contract, arrangement or transaction concerning any other body corporate in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he does not to his knowledge hold an interest (within the meaning of sections 820 to 825 of the Act) in one per cent or more of any class of the equity share capital of such body corporate or of the voting rights available to members of the relevant body corporate,

(v) any contract, arrangement or transaction for the benefit of employees of the Company or any of its subsidiary undertakings which does not accord to him any privilege or advantage not generally accorded to the employees to whom the scheme relates,

- (vi) any contract, arrangement or transaction concerning any insurance which the Company is to purchase and/or maintain for, or for the benefit of, any Directors or persons including Directors,
- (vii) the giving of an indemnity pursuant to Article 160, and
- (viii) the provision of funds to any Director to meet, or the doing of anything to enable a Director to avoid incurring, expenditure of the nature described in section 205(1) or 206 of the Act

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

(E) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate 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 paragraph 109(D) 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

(F) If any question shall arise at any meeting of the Directors as to a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting such question shall be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed

(G) Subject to the provisions of the Statutes, the Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any contract, arrangement, transaction or other proposal not duly authorised by reason of a contravention of this Article

(H) (a) For the purposes of Section 175 of the Act, the Directors may authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, constitute or give rise to an infringement of duty by a Director under that Section

(b) Authorisation of a matter under sub paragraph (A) of this paragraph of this Article shall be effective only if

- (i) the matter in question shall have been proposed by any person for consideration at a meeting of the Directors, in accordance with the Directors procedures, if any, for the time being relating to matters for consideration by the Directors or in such other manner as the Directors may approve,
- (ii) 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 and any other interested Director (together the "Interested Directors"), and
- (iii) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted

- (c) Any authorisation of a matter pursuant to sub paragraph (A) of this paragraph of this Article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised
- (d) Any authorisation of a matter under sub paragraph (A) of this paragraph of this Article shall be subject to such conditions or limitations as the Directors may specify, whether at the time such authorisation is given or subsequently, and may be terminated or varied by the Directors at any time. A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation
- (e) A Director shall not, by reason of his office or the fiduciary relationship thereby established, be accountable to the Company for any remuneration or other benefit which derives from any matter authorised by the Directors under sub-paragraph (A) of this paragraph of this Article and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such remuneration or other benefit or on the ground of the Director having any interest as referred to in the said section 175
- (f) A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director or officer or employee of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his connection with that other person conflicts, or possibly may conflict, with the interests of the Company, this sub-paragraph (F) of this paragraph of this Article applies only if the existence of that connection has been authorised by the Directors under sub-paragraph (A) of this paragraph of this Article. In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he fails
 - (i) to disclose any such information to the Directors or to any Director or other officer or employee of the Company, and/or
 - (ii) to use any such information in performing his duties as a Director or officer or employee of the Company
- (g) Where the existence of a Director's connection with another person has been authorised by the Directors under sub-paragraph (A) of this paragraph of this Article and his connection with that person conflicts, or possibly may conflict, with the interests of the Company, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he
 - (i) absents himself from meetings of the Directors or any committee thereof at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise, and/or
 - (ii) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser,

for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists

(h) The provisions of sub-paragraphs (F) and (G) of this paragraph of this Article are without prejudice to any equitable principle or rule of law which may excuse the Director from

- (i) disclosing information, in circumstances where disclosure would otherwise be required under these Articles or otherwise, or
- (ii) attending meetings or discussions or receiving documents and information as referred to in sub-paragraph (G) of this paragraph of this Article, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles

(i) For the purposes of this Article, a conflict of interest includes a conflict of interest and duty and a conflict of duties

110. **Exercise of Company's voting powers**

The Directors may exercise or procure the exercise of the voting rights conferred by the shares in any other body corporate held or owned by the Company or any power of appointment in relation to any other body corporate, and may exercise any voting rights or power of appointment to which they are entitled as directors of such other body corporate, in such manner as they shall in their absolute discretion think fit, including the exercise thereof in favour of appointing themselves or any of them as directors, officers or servants of such other body corporate, and fixing their remuneration as such, and may vote as Directors of the Company in connection with any of the matters aforesaid

111. **Signing of cheques, etc.**

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

112. **Minutes**

The Directors shall cause minutes to be recorded -

- (a) of all appointments of officers made by the Directors,
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors,
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of the Directors

It shall not be necessary for Directors present at any meeting of Directors or a committee of the Directors to sign their names in any Minute Book or other book kept for recording attendance. Minutes recorded as aforesaid, if purporting to be signed by the Chairman of the meeting, or by the Chairman of the next succeeding such meeting, shall be receivable as evidence of the matters stated in such minutes

DISQUALIFICATION OF DIRECTORS

113. **Vacation of a Directors' office**

The office of a Director shall be vacated in any of the following events, namely -

- (a) if a bankruptcy order is made against him or he makes any arrangement or composition with his creditors generally,
- (b) if he becomes prohibited by law from acting as a Director,
- (c) if in England or elsewhere an order is made by any Court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs,
- (d) if he resigns his office by notice in writing to the Company, or offers to resign, and the Directors resolve to accept such offer,
- (e) if, not having leave of absence from the Directors, he and his alternate (if any) fail to attend the meetings of the Directors for six successive months, unless prevented illness, unavoidable accident or other cause which may seem to the Directors to be sufficient, and the Directors resolve that his office be vacated,
- (f) if, by notice in writing delivered to or received at the Office or in the case of a notice in electronic form, at such address (if any) as may be specified by the Directors for that purpose or tendered at a meeting of the Directors, his resignation is requested by all of the other Directors (but so that this shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company)

ROTATION OF DIRECTORS

114. Regular submission of Directors for re-election

At each Annual General Meeting, every Director shall retire from office. A retiring Director shall be eligible for re-appointment. A Director retiring at a meeting shall, if he is not re-appointed at such meeting, retain office until the meeting appoints someone in his place, or if it does not do so, until the conclusion of such meeting

115. Procedure if insufficient Directors appointed

If -

- (a) any resolution or resolutions for the appointment or re-appointment of the persons eligible for appointment or re-appointment as Directors are put to the Annual General Meeting and lost, and
- (b) at the end of that meeting the number of Directors is fewer than any minimum number of Directors required under Article 95, all retiring Directors who stood for re-appointment at that meeting shall be deemed to have been re-appointed as Directors and shall remain in office, but the retiring Directors may only -
 - (i) act for the purpose of filling vacancies and convening General Meetings of the Company, and
 - (ii) perform such duties as are appropriate to maintain the Company as a going concern and to comply with the Company's legal and regulatory obligations

116. Appointment of Directors by separate resolution

A single resolution for the appointment of two or more persons as Directors shall not be put at any General Meeting, unless an Ordinary Resolution that it shall be so put has first been agreed to by the meeting without any vote being given against it

117. Persons eligible for appointment

No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for appointment to the office of Director at any General Meeting unless not less than seven or more than 42 days before the date appointed for the meeting there shall have been left at the Office notice in writing, signed by a Member duly qualified to attend and vote at such meeting, of his intention to propose such person for appointment, and also notice in writing signed by that person of his willingness to be appointed

118. Additional Directors - powers of Company

Subject to Article 117, the Company may from time to time by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a casual vacancy or as an additional Director

119. Casual vacancies and additional Directors - powers of Directors

The Directors shall have power at any time, and from time to time, to appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number, if any, fixed by or pursuant to these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for reappointment. If not reappointed at such meeting, he shall vacate office at the conclusion thereof

120. Power of removal by Ordinary Resolution

The Company may by Ordinary Resolution, of which special notice has been given in accordance with the provisions of the Statutes, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company

121. Appointment of replacement Director

Subject to Article 117, the Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Article

PROCEEDINGS OF DIRECTORS

122. Board meetings and participation

The Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Without prejudice to the foregoing, all or any of the Directors or of the members of any committee of the Directors may participate in a meeting of the Directors or of that committee (a) by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and address each other or (b) by a succession of telephone calls to Directors from the Chairman of the meeting following disclosure to them of all material points. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall be deemed to take place in (a) where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting is then present and in (b) where the Chairman of the meeting is present. The word "meeting" in these Articles shall be construed accordingly

123. **Quorum and voting at board meetings**

The Directors may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary, to give notice of a meeting of Directors to a Director who is not within the United Kingdom. Any Director may waive notice of any meeting and any such waiver may be retrospective

124. **Notice of board meetings**

Notice of a meeting of Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to such address (if any) for the time being specified by him or on his behalf to the Company for that purpose. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, whether or not out of the United Kingdom, or be sent by electronic means to such address (if any) for the time being notified by him to the Company for that purpose

125. **Directors below minimum**

The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose

126. **Appointment of Chairman and Deputy Chairman of the Meeting**

The Directors may elect one of their number as Chairman of their meetings, and one of their number to be the Deputy Chairman and may at any time remove either of them from such office, but if no such Chairman or Deputy Chairman be elected, or if at any meeting neither the Chairman nor the Deputy Chairman is present within five minutes after the time appointed for holding the same meeting and willing to act, the Directors present shall choose one of their number to be Chairman of such meeting

127. **Delegation of Directors' powers to committees**

The Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve any payment to or the conferring of any other benefit on all or any of the Directors) to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. In so far as any such power or discretion is delegated to a committee, any reference in these Articles to the exercise by the Directors of such power or discretion shall be read and construed as if it were a reference to the exercise of such power or discretion by such committee. Any committee so formed shall in the exercise of the powers and discretions so delegated conform to any regulations that may from time to time be imposed by the Directors in default of which the meetings and proceedings of a committee consisting of more than one member shall be governed mutatis mutandis by the provisions of these Articles regulating the proceedings and meetings of the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee. Any such delegation shall, in the absence of

express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate to one or more Directors (whether or not acting as a committee) or to any employee or agent of the Company all or any of the powers and discretions delegated and may be made subject to such conditions as the Directors may specify, and may be revoked or altered

128. **Validity of Directors' acts**

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

129. **Written resolution of Directors**

A resolution in writing, signed or otherwise agreed to by all those Directors for the time being entitled to receive notice of meetings of Directors or by all the members of a committee for the time being entitled to receive notice of a committee meeting (in each case) who would have been entitled to vote on a resolution at a meeting of the Directors and such committees shall be as valid and effective for all purposes as a resolution passed at a meeting duly convened and held, and may consist of two or more documents in like form each signed or agreed to by one or more of the Directors or members of such committee, provided that all those signing or agreeing to the resolution would have formed a quorum at such a meeting. Such a resolution in writing need not be signed or agreed to by an alternate Director if it is signed or agreed to by the Director who appointed him

MANAGING AND EXECUTIVE DIRECTORS

130. **Appointment of executive Directors**

Subject to the provisions of the Statutes, the Directors may from time to time appoint one or more of their body to the office of Managing Director or to hold such other Executive Office in relation to the management of the business of the Company as they may decide, for such period and on such terms as they think fit, and, subject to the terms of any service contract entered into in any particular case and without prejudice to any claim for damages such Director may have for breach of any such service contract, may revoke such appointment. Without prejudice to any claim for damages such Director may have for breach of any service contract between him and the Company, his appointment shall be automatically determined if he ceases from any cause to be a Director

131. **Remuneration of executive Directors**

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

132. **Powers of executive Directors**

The Directors may entrust to and confer upon a Managing Director or such Executive Director any of the powers and discretions exercisable by them upon such terms and

conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and discretions, and may from time to time revoke, withdraw, alter or vary all or any of such powers or discretions. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate to one or more Directors (whether or not acting as a committee) or to any employee or agent of the Company all or any of the powers and discretions delegated and may be made subject to such conditions as the Directors may specify and may be revoked or altered

SECRETARY

133. Appointment and removal of Secretary

Subject to the provisions of the Statutes, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit, and any Secretary may be removed by them

THE SEAL

134. Use of Seal

The Directors shall provide for the safe custody of the Seal and any official seal kept under Section 50 of the Act, and neither shall be used without the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. Every instrument to which either shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors or as otherwise determined by the Directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some mechanical or electronic method or other means

RESERVE

135. Establishment of reserve

The Directors may from time to time set aside out of the profits 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 be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any part of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide

DIVIDENDS

136. Declarations of dividends by Company

The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors

137. Payment of interim and fixed dividends by Directors

Subject to the provisions of the Statutes, the Directors -

- (a) may from time to time pay such interim dividends as they think fit, and
- (b) may also pay the fixed dividends payable on any shares of the Company half-yearly or otherwise on fixed dates

If the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights

138. **Restrictions on dividends and currency of dividends**

No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Statutes which apply to the Company. Subject to the terms of issue of any share, dividends may be declared or paid in any currency or currencies determined by the Directors, and the Directors may decide the basis of conversion for any currency conversion that may be required and how any costs involved are to be met

139. **Calculation of dividends**

Subject to the Statutes, and the rights of persons, if any, entitled to shares with any priority, preference or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly

140. **Deductions of amounts due on shares and waiver of dividends**

- (A) The Directors may deduct from a dividend or other monies payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares of the Company
- (B) The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company

141. **Dividends other than in cash**

Any 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 body corporate, and the Directors shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and 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 all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors

142. **Payment procedure**

Subject to Article 53 and Article 144-

- (A) all dividends and other distributions shall be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at such other time and/or date as the Company by Ordinary Resolution or the Directors may determine

(B) where a dividend or other monies which is a distribution is payable in respect of a share, it may, subject to Article 142(C), be paid by one or more of the following means -

- (i) transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide,
- (ii) sending a cheque made payable to, or to the order of, the distribution recipient (or to, or to the order of, such person as the distribution recipient has specified either in writing or as the Directors may otherwise decide) by post to the distribution recipient at the distribution recipient's registered address or to such person at such address as the distribution recipient has specified either in writing or as the Directors may otherwise decide,
- (iii) by means of a relevant system in respect of shares in uncertificated form in such manner as may be consistent with the facilities and requirements of the relevant system or as the Directors may otherwise decide, or
- (iv) by any electronic or other means as the Directors may decide, to an account, or in accordance with the details, specified by the distribution recipient either in writing or as the Directors may otherwise decide

(C) in respect of the payment of any dividend or other monies which is a distribution, the Directors may decide, and notify distribution recipients, that -

- (i) one or more of the means described in Article 142(B) will be used for payment and a distribution recipient may elect to receive the payment by one of the means so notified in the manner prescribed by the Directors,
- (ii) one or more of such means will be used for the payment unless a distribution recipient elects otherwise in the manner prescribed by the Directors, or
- (iii) one or more of such means will be used for the payment and that distribution recipients will not be able to elect otherwise

The Directors may for this purpose decide that different methods of payment may apply to different distribution recipients or groups of distribution recipients

(D) payment of any dividend or other monies which is a distribution is made at the risk of the distribution recipient. The Company is not responsible for a payment which is lost or delayed. Payment, in accordance with these Articles, of any cheque by the bank upon which it is drawn, or the transfer of funds by any means, or (in respect of shares in uncertificated form) the making of payment by means of a relevant system, shall be a good discharge to the Company

(E) in the event that -

- (i) a distribution recipient does not specify an address, or does not specify an account of a type prescribed by the Directors, or other details necessary in order to make a payment of a dividend or other distribution by the means by which the Directors have decided in accordance with this Article that a payment is to be made, or by which the distribution recipient has elected to receive payment, and such address or details are necessary in order for the Company to make the relevant payment in accordance with such decision or election, or
- (ii) if payment cannot be made by the Company using the details provided by the distribution recipient,

then the dividend or other distribution shall be treated as unclaimed for the purposes of these Articles

In these Articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other monies is payable-

- (a) the holder of the share, or
- (b) if the share has two or more joint holders, all of such holders or any one of such holders or whichever of them is named first in the register of members (as the Directors may decide, and they may decide differently for different references above to "distribution recipient"), or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee(s)

143. Interest

Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other monies payable on or in respect of a share shall bear interest against the Company

144. Forfeiture of dividends

All dividends, or other sums payable on or in respect of a share that are unclaimed may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of 12 years or more after they became due for payment shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend, or other sum payable by the Company on or in respect of any share, into a separate account shall not constitute the Company a trustee thereof. Regardless of whether the Company exercises its power of sale in respect of a share pursuant to Article 53, any dividend payable in respect of the share outstanding at the time of the exercise of the power of sale is forfeited and shall belong to the Company, and the Company will not be obliged to account, nor be liable in any respect, to the former Member or person who may or would have been entitled to the share by law for that dividend. Any dividend declared will be subject to this Article whether or not such conditionality is provided for

CAPITALISATION OF PROFITS AND SCRIP DIVIDENDS

145. Power to capitalise

Subject to the provisions of Article 146, the Directors may capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (including any share premium account, capital redemption reserve and redenomination reserve) or to the credit of the profit and loss or retained earnings account (in each case, whether or not such amounts are available for distribution), and appropriate the sum resolved to be capitalised either -

- (a) to the holders of Ordinary Shares (on the Register at such time on such date as may be specified in, or determined as provided in, the resolution of the General Meeting granting authority for such capitalisation) who would have been entitled thereto if distributed by way of dividend and in the same proportions (including, for this purpose, any shares in the Company held as treasury shares, as if the restriction on payment of dividends in the Statutes did not apply), and the Directors shall apply such sum on their behalf either in or towards paying up any amounts, if any, for the time being unpaid on any shares held by such holders of Ordinary Shares respectively or in paying up in full at par new shares or debentures of the Company to be allotted credited as fully paid up to such holders of Ordinary Shares in the proportions aforesaid, or partly in the one way and partly in the other; or

(b) to such holders of Ordinary Shares who may, in relation to any dividend or dividends, validly accept an offer or offers on such terms and conditions as the Directors may determine (and subject to such exclusions or other arrangements as the Directors may consider necessary or expedient to deal with legal or practical problems in respect of overseas shareholders or in respect of shares represented by depository receipts) to receive new Ordinary Shares, credited as fully paid up, in lieu of the whole or any part of any such dividend or dividends (any such offer being called a "Scrip Dividend Offer"), and the Directors shall apply such sum on their behalf in paying up in full at par new shares (in accordance with the terms, conditions and exclusions or other arrangements of the Scrip Dividend Offer) to be allotted credited as fully paid up to such holders respectively

146. Authority required

(A) The authority of the Company in General Meeting shall be required for any capitalisation pursuant to Article 145 above

(B) The authority of the Company in General Meeting shall be required before the Directors implement any Scrip Dividend Offer (which authority may extend to one or more offers)

(C) A share premium account, a capital redemption reserve, a redenomination reserve and any other amounts which are not available for distribution may only be applied in the paying up of new shares to be allotted to holders of Ordinary Shares of the Company credited as fully paid up

147. Provision for fractions etc.

Whenever a capitalisation requires to be effected, the Directors may do all acts and things which they may consider necessary or expedient to give effect thereto, with full power to the Directors to make such provision as they think fit for the case of shares or debentures becoming distributable in fractions (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned) and also to authorise any person to enter on behalf of all Members concerned into an agreement with the Company providing for any such capitalisation and matters incidental thereto, and any agreement made under such authority shall be effective and binding on all concerned

ACCOUNTS

148. Accounting records to be kept

The Directors shall cause accounting records to be kept in accordance with the provisions of the Statutes

149. Location of accounting records

The accounting records shall be kept at the Office or, subject to the provisions of the Statutes, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company

150. Inspection of accounting records

The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book of document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting

AUDIT

151. Appointment of Auditors

Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes

NOTICES

152. Service of notice and curtailment of postal service

- (A) A notice or other document (including a share certificate) or information may be given, sent, supplied, delivered or provided by the Company to any Member in accordance with the Act, subject to these Articles. The Company may at any time and in its sole discretion choose to give, send, supply, deliver or provide any notice document or information in hard copy form alone to some or all Members
- (B) If at any time, by reason of the suspension or any curtailment of postal services in the United Kingdom or any part of the United Kingdom, or of services for delivery by electronic means, the Company is unable in the opinion of the Directors effectively to convene a General Meeting by notices sent through the post (or by notification by post as to the availability of the notice of meeting on a website) or (in the case of those Members in respect of whom an address has for the time being been notified to the Company, in a manner specified by the Directors, for the purpose of giving notices by electronic means) by electronic means, the Directors may decide that the only persons to whom notice of the affected General Meeting must be sent are
 - (i) the Directors,
 - (ii) the Company's auditors,
 - (iii) those Members to whom notice to convene the General Meeting can validly be sent by electronic means, and
 - (iv) those Members to whom notice to convene the General Meeting can validly be sent by means of a website and to whom notification as to the availability of the notice of meeting on a website can validly be sent by electronic means

In any such case the Company shall

- (a) send confirmatory copies of the notice (or a confirmatory notification as to the availability of the notice on the Company's website in the case of those Members to whom notice to convene the General Meeting can validly be sent by means of a website but to whom notification as to the availability of the notice of meeting on a website cannot validly be sent by electronic means) by post or (as the case may be) by electronic means if, at least seven days prior to the date of the General Meeting, the posting of notices to addresses throughout the United Kingdom or (as the case may be) the sending of notices by electronic means again becomes, in the opinion of the Directors practicable,
- (b) advertise the notice of meeting in at least one national newspaper, and
- (c) make the notice of meeting available on its website from the day the notice was sent until the conclusion of the meeting or any adjournment thereof

153. **Members resident abroad**

A Member who has no registered address within the United Kingdom and has not supplied to the Company an address (not being an address for communication by electronic means) within the United Kingdom at which notices or other documents or information may be given to him, shall not be entitled to receive any notice or other documents or information from the Company

154. **Notice deemed served**

Where a notice or other document or information is given, sent, supplied, delivered or provided by the Company by post, service of the notice or other document or information shall be deemed to be effected by properly addressing, prepaying, and posting it, or a letter containing the notice or other document or information, and to have been effected at the latest within 24 hours after posting if first class post was used and within 48 hours after posting if first class post was not used after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the notice, document or information, or the letter containing the same, was properly addressed and put in the post with postage paid. Where a notice or other document or information is given, sent, supplied, delivered or provided by the Company by electronic means, service of the notice or other document or information shall be deemed to be effected by sending it by electronic means to an address for the time being notified to the person giving the notice or other document or information or as otherwise permitted by the Statutes for that purpose, and to have been effected at the latest at the expiration of 24 hours from when it was sent (even if the Company subsequently sends a hard copy of such notice, document or information by post). In proving service by electronic means it shall be sufficient to prove that the notice or other document or information was properly addressed, subject to the provisions of section 1147(4) of the Act as to deemed delivery of documents or information by means of a website

155. **Notice to joint holders**

A notice or other document or information may be given, sent, supplied, delivered or provided by the Company to the joint holders of a share by giving, sending, supplying, delivering or providing the notice or other document or information to the joint holder first named in the Register in respect of the share Anything to be agreed or specified by joint holders of a share may be agreed or specified by any of the joint holders (and any such agreement or specification shall be deemed for all purposes to be agreed or specified by all the joint holders) unless the Directors require it to be agreed or specified by all the joint holders or by the joint holder first named in the Register in respect of the share

156. **Service of notice on persons entitled by transmission**

A notice or other document or information may be given, sent, supplied, delivered or provided by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law by giving, sending, supplying, delivering or providing it addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description to the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving, sending, supplying, delivering or providing the notice or other document or information in any manner in which the same might have been given, sent, supplied, delivered or provided if the death or bankruptcy or other event had not occurred

ELECTRONIC COMMUNICATION

157. Electronic communication

(a) Notwithstanding anything in these Articles to the contrary any notice or other document or information to be given, sent, supplied, delivered or provided to any person by the Company whether pursuant to these Articles, the Statutes or otherwise, is to be treated as given, sent, supplied, delivered or provided where it is made available on a website, or is sent in electronic form, in the manner provided by the Act for the purposes of the Act (subject to the provisions of these Articles)

For the purposes of paragraph 10(2)(6) of schedule 5 to the Act, the Company may give, send, supply, deliver or provide documents or information to Members by making them available on a website

For the purposes of paragraph 6 1 8R(1) of the Disclosure Rules and Transparency Rules, the Company may use electronic means (as defined therein) to convey information or documents to Members or holders of debt securities (as defined herein)

(b) The Directors may from time to time make such arrangements or regulations (if any) as they may from time to time in their absolute discretion think fit in relation to the giving of notices or other documents or information by electronic means by or to the Company and otherwise for the purpose of implementing and/or supplementing the provisions of these Articles, the Statutes in relation to electronic means, and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article

PROVISION FOR EMPLOYEES

158. Provision for employees

The power conferred upon the Company by Section 247 of the Act, to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary, shall only be exercised by the Company with the prior sanction of a Special Resolution. If at any time the capital of the Company is divided into different classes of shares, the exercise of such power as aforesaid shall be deemed to be a variation of the rights attached to each class of shares in issue and shall accordingly require either (i) the prior consent in writing of the holders of at least three quarters of the nominal value of the issued shares or (ii) the prior sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares, of each class, in accordance with the provisions of Article 20 hereof

WINDING UP

159. Distribution of assets

If the Company shall be wound up, the Liquidator may, subject to the Statutes, with the sanction of a Special Resolution of the Company and any other sanction of required by the Statutes, divide among the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid 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 sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities or other assets whereon there is any liability

INDEMNITY

160. Indemnity of officers

Subject to the provisions of the Statutes (but so that this Article does not extend to any matter insofar as it would cause this Article or any part of it to be void under the Statutes) but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every person who is or was at any time a Director or other officer of the Company or any Group Company (as defined in Article 104(B)) (excluding the Auditors) may be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities (together "Liabilities") which he may sustain or incur in or about the actual or purported execution and/or discharge of his duties (including those duties, powers and discretions in relation to any Group Company (as defined in Article 104(B)) or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Act)) and/or the actual or purported exercise of his powers or discretions and/or otherwise in relation thereto or in connection therewith, including (without prejudice to the generality of the foregoing) any Liability suffered or incurred by him in disputing, defending, investigating or providing evidence in connection with any actual or threatened or alleged claims, demands, investigations or proceedings, whether civil, criminal or regulatory or in connection with any application under section 661(3) or (4) or section 1157 of the Act

161. Funding of expenditure in defending proceedings

The Company may also, subject to the provisions of the Statutes, provide funds to any Director or other officer of the Company or of any Group Company (as defined in Article 104(B)) or do anything to enable a Director or other such officer to avoid incurring expenditure to the extent permitted in the Statutes

162. Limited liability

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

CHANGE OF NAME

163. Change of name

The Company may change its name by resolution of the Directors