

**THE COMPANIES ACTS 1985 and 2006**

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**COMPANY LIMITED BY SHARES**

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**NEW**

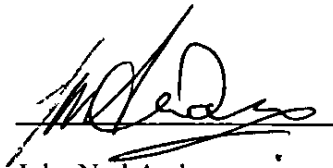
**ARTICLES OF ASSOCIATION**

(Amended by Special Resolution passed  
on 13<sup>th</sup> February 1996  
and altered by Special Resolution passed on 17<sup>th</sup> February 2009)

- of -

**TITON HOLDINGS PLC**

**Company No. 1604952**



John Neil Anderson  
Chairman



David Alan Ruffell  
Company Secretary

THURSDAY



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02/12/2010  
COMPANIES HOUSE

**THE COMPANIES ACT 1985 and 2006**

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**PUBLIC COMPANY LIMITED BY SHARES**

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**NEW**

**ARTICLES OF ASSOCIATION**

**- of -**

**TITON HOLDINGS PLC**

(Adopted by Special Resolution passed  
on 13<sup>th</sup> February 1996  
and altered by Special Resolution passed on 17<sup>th</sup> February 2009)

**PRELIMINARY**

**1 Exclusion of Table A**

The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 shall not apply to the Company

**2 Interpretation Article**

In these Articles if not inconsistent with the subject or context the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof

**the Act:** the Companies Act 1985,

**the 2006 Act:** the Companies Act 2006

**these Articles:** these Articles of Association as originally adopted or as from time to time altered by Special Resolution,

**2 1 a Conflict Situation:** a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest,

**the Directors:** the Directors of the Company from time to time, and such Directors shall act by Resolution duly passed at a Meeting of the Directors or otherwise as permitted by these Articles,

**In writing** written or produced by any substitute for writing or partly one and partly another,

**London Stock Exchange** The London Stock Exchange,

**Month** Calendar month,

**the Register:** the register of members of the Company,

**the Office:** the registered office of the Company,

**Recognised Person** a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange who is designated as mentioned in Section 185 (4 ) of the Act,

**the Seal:** the Common Seal of the Company and, as appropriate, any official seal kept by the Company by virtue of Section 40 of the Act,

**the Statutes:** the Act, the 2006 Act and every statutory modification or re-enactment thereof for the time being in force and every other Act or statutory instrument for the time being in force concerning limited companies and affecting the company including without limitation, the Company Securities (Insider Dealing) Act 1985 and the Companies Consolidation (Consequential Provisions) Act 1985,

**Secretary** the Secretary of the Company appointed by the Directors pursuant to Article 127,

**Subsidiary** a subsidiary within the meaning contained in Section 736 of the Act,

**United Kingdom** Great Britain and Northern Ireland,

**Year** Year from the 1st January to the 31<sup>st</sup> December inclusive,

In all such of the provisions of these Articles (other than those if any applicable to share warrants) as are applicable to fully paid shares the expression "share" and "shareholder" shall include "Stock" and "Stockholder"

Words importing the masculine gender shall include the feminine gender and vice versa

Words importing the singular number shall include the plural number and vice versa

References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force

Any reference to a conflict of interest includes a conflict of interest and duty and conflict of duties

Save as aforesaid any words or expressions defined in the Statutes shall if not inconsistent with the subject or context bear the same meaning in these Articles

## SHARE CAPITAL

### 3           **Capital**

The share capital of the Company at the date of adoption of these Articles is £1,360,000 divided into 13,600,000 Ordinary Shares of 10p each

### 4           **Rights attached to new shares**

Without prejudice to any special rights or privileges or restrictions previously conferred on the holders of any existing shares or class of shares (which special rights or privileges or restrictions shall not be affected, modified, rescinded or dealt with except in accordance with Article 49), any shares in the Company may be issued with or have attached thereto such preferred, deferred or other special rights or privileges or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine. If requisite, the Company shall in accordance with Section 128 of the Act within one month from allotting shares deliver a statement in the prescribed form containing particulars of special rights

5 1           Subject to the provisions of the Statutes and to any rights conferred on the holders of any other shares any shares may be issued on the terms that they are or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as these Articles may from time to time provide

5 2           Subject to the provisions of the Statutes, the Company may purchase its own shares (including any redeemable shares)

5 3           The Company may not purchase its own shares if at the time of such purchase there are outstanding any securities of the Company convertible into, or carrying the right to subscribe for, shares of the same class as those proposed to be purchased unless such purchase has been sanctioned by an extraordinary resolution passed at a separate class meeting of the holders of the convertible securities

5 4           Notwithstanding anything to the contrary contained in these Articles, but subject to any rights specifically attached to any class of shares from time to time, the rights attached to any class of shares shall be deemed not to be varied or abrogated by anything done by the Company pursuant to this Article

6 1           Subject to and save as authorised by the Statutes, the Company shall not give any financial assistance for the acquisition of any shares in contravention of Section 151 of the Act

6 2           The shares of the Company shall not be allotted at a discount and save as permitted by Section 101 sub-section (2) of the Act 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           **Control of Directors over shares**

Subject to the provisions of these Articles and of the Statutes any unissued shares shall be under the control of the Directors, who may allot and dispose of or grant

options over the same to such persons, on such terms and in such manner as they think fit

**8 Underwriting commission and brokerages**

The Company (or the Directors on behalf of the Company) may exercise the powers of paying commissions conferred by the Statutes. The Company (or the Directors on behalf of the Company) may also on any issue of shares pay such brokerage as may be lawful

**9 Trusts not recognised**

Save as required by statute, the Company shall be entitled to treat the person whose name appears upon the Register in respect of any share as the absolute owner thereof, and shall not (save as aforesaid) be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof

**SHARE CERTIFICATES**

**10 Certificates**

10 1 Every Member (except a Recognised Person in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall be entitled without payment to 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, to a separate certificate for each class of shares so registered. Every certificate shall specify the number and class of shares in respect of which it is issued and the distinctive numbers, if any, of such shares and the amounts paid up thereon respectively. Every such certificate shall be delivered to the Member within two months after the allotment or, as the case may be, the lodging with the Company of the transfer, of the shares comprised therein. Every certificate for shares, debenture stock or other form of security (other than Letters of Allotment or Scrip Certificates) shall be issued under the Seal or bearing an imprint of or representation of the Seal and (subject as hereinafter provided) shall bear the autographic signatures of one or more of the Directors and the Secretary provided that the Directors may by resolution determine that such signatures or any of them may be affixed thereto by some mechanical means or may be printed thereon

10 2 Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate for the balance of the shares issued in lieu without charge

**11 Additional certificates**

If any Member shall require additional certificates he shall pay for each additional certificate such reasonable out of pocket expenses as the Directors shall determine

**12 Renewal of certificates**

If any certificate be defaced, worn out, lost, or destroyed, a new certificate may be issued without charge and the person requiring the new certificate shall

surrender the defaced or worn-out certificate, or give such evidence of the loss or destruction of the certificate and such indemnity to the Company as the Directors think fit

## **JOINT HOLDERS OF SHARER**

### **13 Joint Holders**

Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following

- 13 1 The Company shall not be bound to register more than four persons as the holders of any share
- 13 2 The joint holders of any share shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such share
- 13 3 On the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him
- 13 4 Any one of such joint holders may give effectual receipts for any dividend, bonus or return of capital payable to such joint holders
- 13 5 Only the person whose name stands first in the Register as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share, or to receive notices from the Company, and any notice given to such person shall be deemed notice to all the joint holders
- 13 6 Any one of the joint holders of any share for the time being conferring a right to vote may vote either personally or by proxy at any meeting in respect of such share as if he were solely entitled thereto, provided that if more than one of such joint holders be present at any meeting, either personally or by proxy, the person whose name stands first in the Register as one of such holders, and no other, shall be entitled to vote in respect of the said share

## **CALLS ON SHARES**

### **14 Calls, how made**

The Directors may from time to time make calls upon the Members in respect of all moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not by the conditions of allotment thereof made payable at any fixed time, provided that (except as otherwise provided by the conditions of allotment) no call shall exceed one-fourth of the nominal amount of the share, or be made payable within one month after the date when the last instalment of the last preceding call shall have been made payable, and each Member shall, subject to receiving fourteen days' notice at least, specifying the time and place for payment, pay the amount called on his shares to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments

15                   **When call deemed to be made**

A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and may be payable by instalments or postponed or revoked either wholly or in part as the Directors may determine

16                   **Differences in amounts paid on shares**

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

17                   **Interest on calls in arrear**

If a call payable in respect of any share or any instalment of a call be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest on the same at such rate, not exceeding 20 per cent per annum, as the Directors shall determine from the day appointed for the payment of such call or instalment to the time of actual payment, but the Directors may, if they shall think fit, waive the payment of such interest or any part thereof No dividend or other payment or distribution in respect of any such share shall be paid or distributed and no other rights which would otherwise normally be exercisable in accordance with these Articles may be exercised by a holder of any such share, so long as any such sum or any interest or expenses payable in accordance with this Article in relation thereto remains due

18                   **Instalments to be treated as calls**

If by the conditions of allotment of any shares, or otherwise, any amount is made payable at any fixed time, whether on account of the nominal amount of the shares or by way of premium, every such amount shall be payable as if it were a call duly made by the Directors, of which due notice had been given, and all the provisions hereof with respect to the payment of calls and interest thereon, or to the forfeiture of shares for non-payment of calls, shall apply to every such amount and the shares in respect of which it is payable

19                   **Payment in advance of calls**

The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys 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, without the sanction of the Company in General Meeting, 6 per cent per annum) as may be agreed upon between the Member paying the moneys in advance and the Directors Any such payment in advance shall not entitle the Member concerned to participate in respect of the amount of such payment in any dividend declared or paid on such shares

**FORFEITURE OF SHARES AND LIEU**

20                   **Notice requiring payment of call or instalment**

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

21           **What the notice is to state**

The notice shall name a further day (not being earlier than the expiration of fourteen days from the date of the notice) on or before which such call or instalment and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made. 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 forfeiture

22           **Forfeiture if notice not complied with**

If the requirements of any such notice as aforesaid be not complied with, any shares 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, and any such forfeiture shall extend to all dividends declared in respect of the shares so forfeited but not actually paid before such forfeiture. The Directors may accept surrender of any share liable to be forfeited hereunder

23           **Forfeited shares the property of the Company**

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, but no forfeiture shall be in any manner invalidated by any omission or neglect to give notice as aforesaid. Subject to the provisions of the Statutes any share so forfeited shall be deemed to be the property of the Company, no voting rights shall be exercised in respect thereof and the Directors may cancel the same or within three years of such forfeiture sell, re-allot or otherwise dispose of the same in such manner as they think fit either to the person who was before the forfeiture the holder thereof, or to any other person, and either with or without any past or accruing dividends, and, in the case of re-allotment, with or without any money paid thereon by the former holder being credited as paid up thereon. Any share not disposed of in accordance with the foregoing within a period of three years from the date of its forfeiture shall thereupon be cancelled in accordance with the provisions of the Statutes

24           **Liability to pay calls after forfeiture**

Any person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of the forfeiture were presently payable by him to the Company in respect of the shares, together with interest thereon at such rate, not exceeding 20 per cent per annum or such lower rate as the Directors shall appoint, down to the date of payment, but his liability shall cease if and when the Company receives payment in full of all such moneys in respect of the shares, together with interest as aforesaid. The Directors may, if they think fit, remit the payment of such interest or any part thereof



### **Statutory declaration of forfeiture**

A statutory declaration in writing that the declarant is a Director of the Company and that a share has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and 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 shall 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 thereof, and his title to the share shall not be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, re-allotment or disposal of such share. The Directors may authorise some person to transfer a forfeited share to any other person as aforesaid.

### **Lien on partly paid shares**

The Company shall have a first and paramount lien upon all the shares, other than fully paid-up shares, registered in the name of each Member (whether solely or jointly with other persons) for any amount payable in respect of such shares, whether the period for payment thereof shall have actually arrived or not, and such lien shall apply to all dividends from time to time declared or other moneys payable in respect of such shares. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share.

### **Sale for lien**

For the purpose of enforcing such lien the Directors may sell the shares subject thereto, in such manner as they think fit, but no such sale shall be made until such period as aforesaid shall have arrived and until notice in writing stating, and demanding payment of the sum payable and giving notice of the intention to sell in default of such payment shall have been served on such Member and default shall have been made by him in the payment of such amounts payable for fourteen days after such notice.

### **Proceeds how applied**

The net proceeds of any 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 (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the Member or as he shall in writing direct or the person (if any) entitled by transmission to the shares immediately before the sale.

### **What necessary to give title to purchaser**

An entry in the Directors' minute book of the forfeiture of any shares, or that any shares have been sold to satisfy a lien of the Company, shall be sufficient evidence, as against all persons claiming to be entitled to such shares, that the said shares were properly forfeited or sold, and such entry, the receipt of the Company for the price of such shares, and the appropriate share certificate, shall

constitute a good title to such shares, and the name of the purchaser or other person entitled shall be entered in the Register as a Member of the Company, and he shall be entitled to a certificate of title to the shares and shall not be bound to see to the application of the purchase money, nor shall his title to the said shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture or sale. For giving effect to any such sale, the Directors may authorise some person to transfer any such shares sold to the purchaser thereof. The remedy (if any) of the former holder of such shares, and of any person claiming under or through him, shall be against the Company and in damages only.

## **TRANSFER AND TRANSMISSION OF SHARES**

### **30 Form of instrument of transfer etc.**

All transfers of shares shall be in writing in the usual common form or in any other form permitted by the Stock Transfer Act 1963 or approved by the Directors. The instrument of transfer shall be signed by or on behalf of the transferor and, if the shares thereby transferred are not fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register in respect thereof.

### **31 Renunciation of Allotments**

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 thereof 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.

### **32 Power to refuse registration of transfers**

The Directors may in their absolute discretion and without assigning any reason therefor refuse to register any transfer of shares of any class (not being fully paid shares) to a person of whom they do not approve, and may also decline to register any transfer of shares of any class on which the Company has a lien provided that, where any such shares are admitted to the Official List of the London Stock Exchange, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis.

**33** The Directors may also refuse to recognise any instrument of transfer, unless

**33 1** The instrument of transfer, duly stamped, is deposited at the Office or such other place as the Directors may appoint, accompanied by the certificate for the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,

**33 2** The instrument of transfer is in respect of only one class of share, and

**33 3** The instrument of transfer is in favour of four or fewer persons

34                   **Notice of refusal of transfer**

If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal

35                   **Register may be closed**

Subject to compliance with the Statutes the Register may be closed at such times and for such period as the Directors may from time to time determine, provided that it shall not be closed for more than thirty days in any year

36                   **No fee for registration**

No fee shall be charged in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares

37                   **Transfer instruments to be retained by the Company**

37 1               All instruments of transfer which shall be registered shall, subject to paragraph 37 2 of this Article, be retained by the Company, but any instrument of transfer which the Directors may refuse to register shall (except in any case of fraud) be returned to the persons depositing the same

37 2               The Company shall be entitled to destroy the following documents at the following times

37 2 1           Registered instruments of transfer at any time after the expiration of six years from the date of registration thereof

37 2 2           Allotment letters at any time after the expiration of six years from the date of issue thereof

37 2 3           Dividend mandates, powers of attorney, grants of probate and letters of administration at any time after the account to which the relevant mandate, power of attorney, grant of probate or letters of administration related has been closed

37 2 4           Notifications of change of address at any time after the expiration of two years from the date of recording thereof

37 2 5           Cancelled share certificates at any time after the expiration of one year from the date of the cancellation thereof

37 3               It shall conclusively be presumed in favour of the Company

37 3 1           That every entry in the Register purporting to be made on the basis of any such documents so destroyed was duly and properly made, and

37 3 2           That every such document so destroyed was valid and effective and had been duly and properly registered, cancelled, or recorded, as the case may be, in the books or records of the Company

37 4           The provisions aforesaid shall apply to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant

37 5           Nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances, which would not attach to the Company in the absence of this Article

37 6           References in this Article to the destruction of any document include the disposal thereof in any manner

38           **Persons recognised on death of shareholder**

On the death of any Member (not being one of two or more joint holders of a share) the legal personal representatives of such deceased Member shall be the only persons recognised by the Company as having any title to the share or shares registered in his name

39           **Transmission Article**

Any person becoming entitled to a share or shares by reason of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time be required by the Directors, elect either to be registered as a Member in respect of such share or shares, or to make such transfer of the share or shares as the deceased or bankrupt person could have made. If the person so becoming entitled shall elect to be registered himself he shall give to the Company a notice in writing signed by him that he so elects. The Directors shall in either case have the same right to refuse or suspend registration as they would have had if the death or bankruptcy of the Member had not occurred and the notice of election or transfer were a transfer executed by that Member.

40           **Limitation of rights before registration**

Any person becoming entitled to a share by reason of the death or bankruptcy of a Member shall 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, unless and until he is registered as a Member in respect of the share or unless the Directors otherwise determine, be entitled in respect of it to receive notice of, or to exercise any right conferred by membership in relation to, meetings of 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 make such transfer as aforesaid, and if such notice is not complied with within ninety days after service thereof the Directors may thereafter withhold payment of all dividends and other moneys payable in respect of such share until the requirements of the notice have been complied with

41           **Untraced Shareholders**

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

- 41 1 for a period of twelve years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the Member or to the person entitled by transmission to the share or stock at his address on the Register or other last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission provided that in any such period of twelve years the Company has paid at least three dividends whether interim or final and no such dividend has been claimed, and
- 41 2 the Company has at the expiration of the said period of twelve years by advertisement in both a national newspaper and in a newspaper circulating in the area in which the last known address of the Member or of the person entitled to the share by transmission at which service of notices might be effected is located given notice of its intention to sell such share or stock, and
- 41 3 the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission, and
- 41 4 the Company has given notice in writing of its intention to sell such shares or stock to the Quotations Department of The London Stock Exchange in London

To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such share or stock and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by the transmission to such share or stock. The Company shall account to the Member or other person entitled to such share or stock for the net proceeds of such sale by carrying all monies in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit. The Company shall not be required to pay interest on the said moneys or to account for any amounts earned thereon.

## **STOCK**

### **42 Conversion of Shares into Stock**

The Company may by Ordinary Resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination

### **43 Transfer of Stock subject to minimum amount**

The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might, previously to conversion, have been transferred, or as near thereto as circumstances admit, but no stock of any class shall be transferable except in sums of such amount (not exceeding the nominal amount of the shares from which the stock arose) as the Directors may from time to time prescribe as the minimum amount of stock of that class to be transferred or multiples thereof

44                   **Rights and privileges of holders of Stock**

The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages in all respects as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in dividends and in assets on a winding up) shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred such privilege or advantage

**ALTERATION OF SHARE CAPITAL**

45                   **Capital, how increased**

The Company may from time to time by Ordinary Resolution increase its capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe

46                   **New capital to be considered part of original unless otherwise provided**

Any capital raised by the creation of new shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares on non-payment of calls, transfer and transmission of shares, lien or otherwise, as if it had been part of the original capital

47                   **Alteration of Capital**

47 1               The Company may by Ordinary Resolution

47 1 1           Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association Provided that in the subdivision of an existing share the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived,

47 1 2           Determine that, as between the shares resulting from such a sub-division, any of them may have any preference or advantage compared with the others,

47 1 3           Consolidate and divide its capital or any part thereof into shares of larger amount than its existing shares, and

47 1 4           Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its capital by the amount of the shares so cancelled

47 2               The Company may by Special Resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner authorised by law

### **Fraction of shares**

Anything done in pursuance of the last preceding Article shall be done in manner provided and subject to any conditions imposed by the Statutes so far as they shall be applicable and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and so far as such resolution shall not be applicable in such manner as the Directors deem most expedient, with power for the Directors on any consolidation of shares to deal with fractions of shares in any manner they may think fit, and in particular whenever on any consolidation Members shall be entitled to any fractions of shares the Directors may sell all or any of such fractions and shall distribute the net proceeds thereof amongst the Members entitled to such fractions in due proportions. In giving effect to any such sales the Directors may authorise some person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the transfer.

## **MODIFICATION OF RIGHTS**

### **Rights of various classes may be altered**

If at any time the capital is divided into different classes of shares, the rights attached to any class or any of such rights (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 127 of the Act, whether or not the Company is being wound up, be modified, abrogated or varied in such manner (if any) as may be provided by those rights, or with the consent in writing of the holders of three fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate general meeting of the holders of the shares of the class, but not otherwise. To every such separate general meeting the provisions of these Articles relating to General Meetings shall, *mutatis mutandis*, apply, but so that at every such separate general meeting the quorum shall be two persons at least holding or representing by proxy one third of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll. Provided that if at any adjourned meeting of the holders of any class a quorum as above defined is not present those holders who are present in person or by proxy shall form a quorum. The holders of the shares of the class in question shall, on a poll, have one vote in respect of every share of the class held by them respectively. The foregoing provisions of this Article shall apply to the modification variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be modified varied or abrogated.

For the avoidance of doubt the provisions of these Articles relating to General Meetings shall apply, with necessary modifications, to any separate meeting of the holders of shares of a class held otherwise than in connection with the variation, abrogation or modification of the rights, attached to shares of that class.

50                    **Creation or issue of further shares of special class**

The rights attached to any class of shares shall not (unless otherwise 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 to be modified or varied by the creation or issue of further shares ranking in some or all respects *pari passu* therewith but in no respect in priority thereto

**GENERAL MEETINGS**

51                    **Annual General Meetings**

The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint. All General Meetings other than Annual General Meetings shall be called "Extraordinary General Meetings"

52                    **Requisition for Extraordinary General Meeting**

The Directors may whenever they think fit, and they shall upon a requisition made in writing by Members in accordance with Section 368 of the Act, convene an Extraordinary General Meeting

If at any time there shall not be present in England and capable of acting sufficient Directors to form a quorum, the Directors in England capable of acting, or if there shall be no such Directors then any two Members, may convene an Extraordinary General meeting in the same manner as nearly as possible as that in which General Meetings may be convened by the Directors, and the Company at such meeting shall have power to elect Directors

53                    **Business at meeting called by requisition**

In the case of an Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted

**NOTICE OF GENERAL MEETINGS**

54                    **Notice of meeting**

An Annual General Meeting and an Extraordinary General Meeting at which it is proposed to pass a Special Resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the Company shall be called by twenty-one days' notice in writing at the least, and any other Extraordinary General Meeting shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and also of the day for which it is given



55                   **Contents of notice**

The notice shall specify the place, the day and the hour of meeting, and, in case of special business, the general nature of the business. The notice shall be given in manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Company in General Meeting to such persons as are under these Articles entitled to receive such notices from the Company. Every notice calling an Annual General Meeting shall specify the meeting as such.

56                   **Meeting convened by short notice**

A meeting of the Company shall, notwithstanding that it is called by shorter notice than specified above, be deemed to have been duly called with regard to length of notice if it is so agreed.

56.1               In the case of a meeting called as the Annual General Meeting by all the Members entitled to attend and vote thereat, and

56.2               In the case of any other meeting by a majority in number of the Members having the 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.

57                   **Statement as to proxies in notice**

In every notice calling a meeting of the Company or of any class of Members of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him, and that a proxy need not be a Member.

58                   **Omission to give notice**

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

**PROCEEDINGS AT GENERAL MEETINGS**

59                   **Business of meeting**

The ordinary business of an Annual General Meeting shall be to receive and consider the accounts and balance sheets, the reports of the Directors and Auditors, and any other documents required by law to be attached or annexed to the balance sheets, to elect Directors in place of those retiring, to elect Auditors where no special notice of such election is required by the Statutes and fix their remuneration or determine the method by which it may be fixed and to declare dividends and to confer, vary or renew any authority under Section 80 of the Act or any power pursuant to Section 95 of the Act. All other business transacted at an Annual General Meeting, and all business transacted at an Extraordinary General Meeting, shall be deemed special.

60                   **Quorum**

No business shall be transacted at any General Meeting unless a quorum of Members is present, and such quorum shall consist of not less than two Members present in person or by proxy and entitled to vote

61                   **Adjournment for want of quorum**

If within half an hour from the time appointed for a General Meeting a quorum be not present the meeting, if convened by or on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such day and to such time and place (not being less than seven nor more than thirty days thereafter) as the Chairman may determine. In default of such determination, it shall be adjourned to the same day in the next week or, if that day is not a business day, the next following business day at the same time and place, and if at such adjourned meeting a quorum be not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved

62                   **Chairman**

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 meeting he be not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Directors present shall choose one of their number present to be Chairman, and if there is only one Director present and willing to act, he shall be Chairman, or if no Director be present and willing to take the chair the Members present shall choose one of their number to be Chairman

63                   **Adjournment with consent of meeting**

The Chairman may, with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more or sine die, seven days' notice of the adjourned meeting shall be given in the like manner as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted thereat

64                   **Voting**

At any General Meeting every question shall be decided in the first instance by a show of hands, and unless a poll be (on or before the declaration of the result of the show of hands) directed by the Chairman or demanded by (a) at least three Members present in person or by proxy and entitled to vote, or (b) one or more Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting, or (c) one or more Members holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right, a declaration by the Chairman that a resolution has been carried or not carried, or carried or not carried by a particular majority, and an entry to that effect in the

minute book of the Company, shall be conclusive evidence of the facts, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn, and in the event that such demand is withdrawn following a show of hands on the resolution in question, the result of the show of hands shall remain valid.

65      **Poll**

If a poll be directed or demanded in the manner before mentioned it may be taken immediately or (subject to the provisions of Article 67) at such time (but not more than thirty days after such direction or demand) and in such manner as the Chairman may appoint, and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was directed or demanded. Provided that the time and place at which the poll is to occur is declared by the Chairman at the meeting at which the poll is directed or demanded. No notice need be given of a poll not taken immediately.

66      **Casting vote**

In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote.

67      **When poll taken without adjournment**

A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

## **VOTES OF MEMBERS**

68      **Votes**

Subject to any special terms as to voting upon which any shares may for the time being be held, upon a show of hands every Member present in person or by representative (in the case of a corporate member) shall have one vote, and upon a poll every Member present in person or by proxy shall have one vote for every share held by him.

69      In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.

70      **By committee or curator**

A Member incapable by reason of mental disorder or otherwise of managing and administering his property and affairs may vote whether on a show of hands or on a poll by his receiver or other person appointed by any Court of competent jurisdiction to act on his behalf and any such person may on a poll vote by proxy provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy not less than forty-eight hours before the time of holding the meeting or adjourned meeting at which such person claims to vote.

71                   **Persons whose calls are unpaid not entitled to vote**

No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of the shares held by him in the Company have been paid

72                   **Disenfranchisement of members**

72 1               For the purposes of this Article, unless the context otherwise requires

72 1 1           “disclosure notice” means a notice issued by or on behalf of the Company requiring disclosure of interests in specified shares pursuant to Section 212 of the Act,

72 1 2           “restrictions” means one or more, as the case may be, of the restrictions referred to in Article 72 3,

72 1 3           “specified shares” means all or, as the case may be, some of the shares specified in a disclosure notice,

72 1 4           a person other than the Member holding a share shall be treated as appearing to be interested in the share if the Member has informed the Company that the person is, or may be, so interested, or if the Directors (after taking account of any information obtained from the Member or, pursuant to a disclosure notice, from any other person) know or have reasonable cause to believe that the person is, or may be, so interested, and

72 1 5           “interested” shall be construed as it is for the purpose of Section 212 of the Act

72 2               Notwithstanding anything in these Articles to the contrary, if

72 2 1           a disclosure notice has been served on a Member or any other person appearing to be interested in the specified shares, and

72 2 2           the Company has not received (in accordance with the terms of such disclosure notice) the information required therein in respect of the relevant specified shares not later than fourteen days after the service of such disclosure notice

then the Directors may (subject to Article 72 3 below) determine that the Member in respect of the relevant specified shares shall, upon the issue of a restriction notice (as referred to below), be subject to the restrictions referred to in such restriction notice (and upon the issue of such restriction notice such Member shall be so subject) A “restriction notice” shall be a notice issued by the Company stating, or substantially to the effect, that (until such time as the Directors determine otherwise pursuant to Article 72 4) the specified shares referred to therein shall be subject to one or more of the restrictions stated therein

72 3               The restrictions which the Directors may determine shall apply to specified shares pursuant to this Article shall be one or more, as determined by the Directors, of the following (save that, where the holder of specified shares is the holder of less than 0.25 per cent (in nominal value) of the shares of the same class as the specified shares in issue at the time of service of the disclosure notice

- in respect of such specified shares, only the restriction referred to in Article 72 3 1 below may be determined by the Directors to apply)
- 72 3 1 that the Member registered in respect of such specified shares shall not be entitled, in respect of those specified shares, to be present or to vote either personally or by representative or by proxy or otherwise at any General Meeting or at any separate General Meeting of the holders of any class of shares or upon any poll,
- 72 3 2 that no transfer of such specified shares by the Member registered in respect of such specified shares shall be effective or shall be recognised by the Company, and
- 72 3 3 that no dividend shall be paid to the Member registered in respect of such specified shares in respect of those specified shares and that, in circumstances where an offer of the right to elect to receive shares or other securities instead of cash in respect of any dividend is or has been made, any election made thereunder by such Member in respect of such specified shares shall not be effective
- 72 4 The Directors may determine that one or more of the restrictions imposed on specified shares shall cease to apply (whereupon they shall cease so to apply) at any time, and all the restrictions imposed on the specified shares shall cease to apply on the date seven days after the occurrence of any of the following events
- 72 4 1 the Company receives (in accordance with the terms of the relevant disclosure notice) the information required therein in respect of such specified shares, or
- 72 4 2 the Company receives an executed instrument of transfer in respect of such specified shares, which would otherwise be given effect to, pursuant to a sale of such specified shares on a recognised investment exchange as defined in the Financial Services Act 1986 or on any stock exchange on which the Company's shares are normally dealt in or pursuant to an acceptance of a take-over offer for the Company (as defined in Section 428(1) of the Act), or
- 72 4 3 the Company receives any other executed instrument of transfer in respect of such specified shares which would otherwise be given effect to and the Directors have not determined, within ten days after such receipt, not to give effect thereto on the grounds that they have reasonable cause to believe that the change in the registered holder of such specified shares would not be as a result of an arm's length sale resulting in a material change in the beneficial interests in such specified shares
- 72 5 Where dividends are not paid as a result of restrictions having been imposed on specified shares, such dividends shall accrue and shall be payable (without interest) upon the relevant restriction ceasing to apply
- 72 6 Where the Directors make a determination under Article 72 4 3 above, they shall notify the purported transferee as soon as practicable thereof and any person may make representations in writing to the Directors concerning any such determination. The Directors shall not be liable to any person as a result of having imposed restrictions or having failed to determine that such restrictions shall cease to apply if the Directors acted in good faith

72 7 Shares issued in right of specified shares in respect of which a Member is for the time being subject to restrictions under this Article shall on issue become subject to the same restrictions whilst held by that Member as the specified shares in right of which they are issued For this purpose, shares which the Company procures to be offered to shareholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain members by reason of legal or practical problems associated with offering shares outside the United Kingdom) shall be treated as shares issued in right of specified shares

72 8 The Directors shall at all times have the right, at their discretion, to suspend, in whole or in part, any restriction notice given pursuant to this Article either permanently or for any given period and to pay to a trustee any dividend payable in respect of any specified shares or in respect of any shares issued in right of specified shares which are referred to in such restriction notice Notice of suspension, specifying the sanctions suspended and the period of suspension shall be given to the relevant Member in writing within seven days after any decision to implement such a suspension

72 9 The provisions of this Article are without prejudice to, and shall not affect, the right of the Company to apply any of the provisions referred to in Part VI of the Act

### 73 **Objection to the qualification of a vote**

No objection shall be raised as to the admissibility of any vote 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

### 74 **Voting by Proxy**

Upon a poll votes may be given either personally or by proxy A proxy shall not be entitled to vote except on a poll

### 75 **How signed**

The instrument appointing a proxy shall be in the usual common form or such other form as may be approved by the Directors from time to time (provided that it shall be so worded as to enable the proxy to vote either for or against the resolutions to be proposed at the meeting at which the proxy is to be used) and shall be in writing under the hand of the appointor, or of his attorney duly authorised in writing, or if such appointor be a corporation either under its common seal or under the hand of an officer or attorney so authorised A Member may appoint two or more persons as proxies in the alternative, but if he shall do so only one of such proxies may attend as such and vote instead of such Member on any one occasion

### 76 **Any person may act as proxy**

Any person may be appointed to act as proxy A proxy need not be a Member of the Company

### **Deposit of proxy**

The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office (or such other place in the United Kingdom as may be specified for that purpose in or by way of note to the notice convening the meeting) not less than forty-eight hours before the time fixed for holding the meeting or adjourned meeting at which the person named in such instrument is authorised to vote, or, in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll, or in the case of a poll not taken forthwith but taken not more than forty-eight hours after it was demanded, at the meeting at which the poll was demanded with the Chairman or the Secretary or any Director and in default the instrument of proxy shall not be treated as valid, Provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates. The deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjourned meeting. In the event that more than one instrument of proxy relating to the same share is so delivered for the purposes of the same meeting, the instrument of proxy received last shall prevail in conferring authority on the person named therein to attend the meeting and vote.

### **A proxy may demand poll**

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll but shall not confer any further right to speak at the meeting except with the permission of the Chairman.

### **When vote by proxy valid though authority revoked**

A vote given or act done in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointor, or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, unless notice in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the Office (or such other place in the United Kingdom as may be specified for depositing the instrument of proxy in the note to the notice convening the meeting) at least one hour before the commencement of the meeting or adjourned meeting or poll at which the vote was given or the act was done.

### **Votes by corporations**

Any corporation which is a Member may, by resolution of its Directors or their governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company, or of any class of Members, and the person 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 attending the meeting in person.

## **DIRECTORS**

81 **Numbers of Directors**

81 1 Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two

**Director's retiring age excluded**

81 2 A Director shall be capable of being appointed or re-elected a Director notwithstanding that he shall have attained the age of seventy nor shall a Director be required to retire by reason of his having attained that or any other age, and Section 293 of the Act shall not apply

82 **Director's share qualification**

A Director shall not require a share qualification A Director shall be entitled to receive notice of and attend and speak at all General Meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company

83 **Remuneration of Directors**

The ordinary remuneration of the Directors shall in the aggregate not exceed £50,000 per annum and such remuneration shall be divided amongst the Directors as they shall agree or in default of agreement equally The Directors may also be paid by way of additional fees such further sums as the Company in General meeting may from time to time determine, and any such additional fees shall be divided among the Directors as they shall agree or in default of agreement equally

84 **Repayment of expenses**

The Company may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company

85 **Payment for duties outside scope of ordinary duties**

Any Director who is appointed to any executive office or who serves on any committee 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 in addition to any Directors' fees to which he may be entitled under Article 83 such remuneration by way of salary, percentage of profits or otherwise as the Directors may determine

86 **Register of holdings of shares or debentures by Directors**

The Company shall in accordance with the provisions of the Statutes duly keep at the Office a register showing, as respects each Director, the number, description and amount of any shares in or debentures of the Company and of other bodies corporate (including any subsidiary) in which he is interested Such register shall be open to inspection between the hours of 10 a m and 12 noon on weekdays other than national holidays and shall also be produced at the commencement of



each Annual General Meeting and shall remain open and accessible during the continuance of the meeting to any person attending the meeting

## **POWERS AND DUTIES OF DIRECTORS**

87

### **Powers**

The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be exercised by the Company in General Meeting, subject, nevertheless, to the provisions of these Articles and of the Statutes, and to such regulations, not being inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. 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.

88

### **Pensions, etc.**

Without prejudice to the generality of the last preceding Article, the Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any persons who are or have at any time been employed by or in the service of the Company (including Directors who have held any executive office under the Company) and to the wives, husbands, widows, widowers, children and other relatives and dependants of any such persons, and may set up, establish, join with other companies (being Subsidiaries or companies with which it is associated in business), support and maintain pension, superannuation or other funds or schemes (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. Any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit. Any such pension, funds or schemes may, as the Directors consider desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

89

### **Subsidiaries**

The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on as or through one or more Subsidiaries, and they may, on behalf of the Company, make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing, assisting or subsidising any such Subsidiary or guaranteeing its contracts, obligations or liabilities, and they may appoint, remove and re-appoint any persons (whether members of their own body or not) to act as Directors, Managing Directors or Managers of any such Subsidiary or any other company in which the Company may be interested and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any persons so appointed, and any Directors of the Company may retain any remuneration so payable to them.

90

**Attorneys**

The Directors may from time to time and at any time by power of attorney under the Seal or otherwise by the Company as its deed appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him

91

**Seal for use abroad**

The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors

92

**Overseas Branch Register**

The Company may exercise the powers conferred upon the Company by Section 362 of the Act with regard to the keeping of an Overseas Branch Register, and the Directors may (subject to the provisions of that Section) make and vary such regulations as they may think fit respecting the keeping of any such Register

93

**Authorisation of signatures and acceptances**

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

**BORROWING POWERS AND DEBENTURES**

94

**Borrowing powers of Directors**

94 1

Subject as provided hereafter the Directors may exercise all the powers of the Company to raise or borrow money and to mortgage or charge its undertaking, property and assets both present and future (including uncalled capital) and, subject to Section 80 of the Act, to issue debentures, debenture stock or other securities whether outright or as collateral security for any debt, liability or obligation of the Company or any third party

94 2

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 Subsidiaries (if any) so as to secure (as regards Subsidiaries so far as by such exercise they can secure) that the aggregate amount at any one time outstanding in respect of money borrowed or secured by the Company and all of its Subsidiaries (exclusive of intra-group borrowings) shall not without the previous sanction of the Company in General Meeting exceed an amount equal to twice the aggregate of

- 94 2 1           The amount paid up or credited as paid up on the share capital of the Company, and
- 94 2 2           The amount standing to the credit of the reserves of the Company and its Subsidiaries (including any share premium account or capital redemption reserve), excluding therefrom any reserves for taxation or for the interests of minority members in Subsidiaries, but including the amount standing to the credit or deducting the amount standing to the debit of the profit and loss account,
- all as shown in the latest Balance Sheet of the Company or (as the case may be) consolidated balance sheet of the Company and its Subsidiaries, approved by the Company in General Meeting, but so that the said aggregate shall be adjusted as may be necessary in respect of any variation in the paid up share capital of the Company or share premium account and any capitalisation or distribution from reserves or profit and loss account since the date of such Balance Sheet
- 94 3           For the purposes hereof
- 94 3 1           Money borrowed shall be deemed to include
- 94 3 1 1           the nominal amount of any debentures (as defined in Section 744 of the Act) issued notwithstanding that the same be issued in whole or in part for a consideration other than cash,
- 94 3 1 2           the nominal amount of any share capital issued and the principal amount of any money borrowed the repayment whereof is guaranteed by the Company or any Subsidiary (together in each case with any fixed or minimum premium payable on final redemption or repayment) except so far as either (i) such share capital or the debt owing in respect of such borrowed money is for the time being beneficially owned by the Company or by a Subsidiary, or (ii) such borrowed money is otherwise taken into account as money borrowed by the Company or a Subsidiary,
- 94 3 1 3           the nominal amount of any preference capital not falling within sub-paragraph (b) hereof issued by Subsidiaries and not in the beneficial ownership of the Company or of any of its Subsidiaries,
- 94 3 1 4           the principal amount of acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of the Company or any of its Subsidiaries, not being acceptances of trade bills for the purchase of goods in the ordinary course of business,
- 94 3 1 5           the nominal amount of any issued share capital of a Subsidiary (not being equity share capital) owned otherwise than by the company or a Subsidiary together with any fixed or minimum premium payable on final repayment
- 94 3 2           Moneys borrowed or secured by the Company or any Subsidiary for the purpose of redeeming or repaying within three months any moneys borrowed or secured by the Company or any Subsidiary shall not be treated as moneys borrowed or secured pending their application for that purpose within such period

- 94 4 Moneys borrowed or secured for the purpose of financing any contract in respect of which any part of the price receivable by the Company or a Subsidiary is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade and Industry, or by any other Governmental Department fulfilling a similar function, to an amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured shall not be treated as moneys borrowed or secured
- 94 5 “Balance Sheet” shall mean the audited balance sheet of the Company unless at the date of the then latest such balance sheet there shall have been made up and audited a consolidated balance sheet of the Company and its Subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Statutes) and in the latter event “Balance Sheet” shall mean the audited consolidated balance sheet of the Company and such Subsidiaries, the references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in Subsidiaries
- 94 6 A certificate or report by the Auditors for the time being of the Company as to the amount referred to in paragraph (B) above or the amount of moneys borrowed or secured 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 shall be conclusive evidence of such amount or fact for the purposes of this Article
- 94 7 Notwithstanding the foregoing no lender or other person dealing with the Company shall be concerned to see to or inquire whether the limit imposed by this Article 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 limit hereby imposed had been or was thereby exceeded
- 95 **Bonds, debentures, etc. to be subject to control of Directors**
- Subject to the provision of the Statutes, any debentures or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company

## **DIRECTORS' INTERESTS**

- 96 **Authorisation of Directors' conflicts of interest**
- 96 1 If a Conflict Situation arises, the Directors may authorise it for the purposes of section 175 of the 2006 Act by a resolution of the Directors made in accordance with these Articles
- 96 2 Any authorisation made for the purposes of this Article shall be effective only if
- 96 2 1 any requirement as to the quorum at a meeting at which the Conflict Situation is authorised is met without counting the Director or any other Director to whom the Conflict Situation relates, and

- 96 2 2 the Conflict Situation was authorised without any such Director voting or would have been authorised if his or their votes had not been counted
- 96 3 At the time of the authorisation, or at any time afterwards, the Directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances, including that
- 96 3 1 any information obtained by a Director concerned, other than in his capacity as a Director or employee of the Company, which is confidential in relation to a third party, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence,
- 96 3 2 no Director concerned shall, by reason of his being a Director or his doing anything as a Director, be accountable to the Company for any remuneration or other benefit received from a third party as a result of the Conflict Situation,
- 96 3 3 no Director concerned shall be required or entitled to attend those parts of meetings of the Directors or meetings of a committee of the Directors at which matters to which the Conflict Situation relates are discussed, and
- 96 3 4 no Director concerned shall be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates
- Subject to any such limitations, conditions or terms, any authorisation given by the Directors shall be deemed to be given to the fullest extent permitted by the Statutes
- 96 4 Any authorisation made for the purposes of this Article may be revoked or varied at any time in the absolute discretion of the Directors
- 96 5 A Director shall not be in breach of the duties he owes to the Company by virtue of sections 171 to 177 of the 2006 Act or otherwise because of anything done or omitted to be done in accordance with the provisions of this Article or the terms of any authorisation given by the Directors in accordance with this Article
- 96 6 This Article shall have effect on and from 1 October 2008
- 97 **Power to hold other office**
- 97 1 Subject to the provisions of these Articles and the Statutes and provided that he has disclosed to the Directors the nature and extent of any interest of his if so required by these Articles and the Statutes
- 97 1 1 a Director is authorised to hold any office or place of profit under the Company in conjunction with the office of Director for such period, and on such terms as to remuneration and otherwise, as the Directors may determine,
- 97 1 2 a Director or any firm or body corporate in which he is interested is authorised to act in a professional capacity for the Company and he or such firm or body corporate shall be entitled to remuneration for professional services as if he were not a Director, provided that neither any Director nor any such firm or body corporate may act as the auditors of the Company, and

97 1 3 a Director is authorised to be or become a director or other officer or servant of, or otherwise interested in, any other entity promoted by the Company or in which the Company may be in any way interested and shall not (in the absence of agreement to the contrary) be liable to account to the Company for any emoluments or other benefits received or receivable by him as director, or officer or servant of, or from his interest in, such other company

97 2 A Director shall not require any separate authorisation by the Directors pursuant to Article 96 for matters falling within this Article 97, although the Directors may at any time impose any limitations, conditions or terms in relation to such matters which (in each case) they consider appropriate and reasonable in all the circumstances

97 3 A Director shall not be in breach of the duties he owes to the Company by virtue of sections 171 to 177 of the 2006 Act or otherwise because of anything done or omitted to be done or any remuneration or other benefits received or receivable by him in accordance with the provisions of this Article 97

## 98 **Directors interests in transaction and arrangements**

98 1 Subject to the provisions of these Articles and the Statutes, and provided that he has declared to the Directors the nature and extent of any interest of his if so required by these Articles and the Statutes, a Director may, notwithstanding his office, enter into or be interested in any transaction or arrangement with the Company and may have or be interested in dealings of any nature whatsoever with the Company

98 2 No such transaction, arrangement or dealing shall be liable to be avoided, nor shall any Director so transacting, dealing or being so interested be in breach of the duties he owes to the Company or liable to account to the Company for any remuneration payable or profit arising out of any such transaction, arrangement or dealing to which he is a party or in which he is interested by reason of his being a Director or the fiduciary relationship thereby established

## 99 **Declaration of interest**

99 1 A Director who to his knowledge is in any way, whether directly or indirectly, interested in

99 1 1 any proposed transaction or arrangement with the Company, or

99 1 2 any transaction or arrangement which has been entered into by the Company

shall declare the nature and extent of his interest to the other Directors at a meeting of the Directors in accordance with the provisions of the Statutes and this Article 99

99 2 For the purposes of this Article 99

99 2 1 a transaction or arrangement of the kind described in sections 197, 198, 200, 201 or 203 of the 2006 Act made with a Director or a person connected with such Director shall, if it would not otherwise be so treated (and whether or not prohibited by that section), be treated as a transaction or arrangement in which that Director is interested, and

- 99 2 2 a Director shall be deemed interested in any transaction or arrangement in which any person connected with him is interested, whether directly or indirectly
- 99 3 With effect on and from 1 October 2008, a Director need not declare an interest
- 99 3 1 if he is not aware of it or if he is not aware of the transaction or arrangement in question (and for these purposes a Director is treated as being aware of matters of which he ought reasonably to be aware),
- 99 3 2 if it cannot reasonably be regarded as likely to give rise to a conflict of interest,
- 99 3 3 if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware), or
- 99 3 4 if, or to the extent that, it concerns terms of his service contract that have been or are to be considered
- 99 3 4 1 by a meeting of the Directors, or
- 99 3 4 2 by a committee of the Directors appointed for the purpose under these Articles
- 100 **Restrictions on Directors voting and counting in the quorum**
- 100 1 Save as set out in this Article 100, a Director shall not vote on, nor be counted in the quorum in relation to, any resolution of the Directors relating to any transaction or arrangement in respect of which he is required to make a declaration of interest pursuant to Article 99 or would be so required but for Articles 99 3 399 3 3 or 99 3 4
- 100 2 Subject to any limitations, conditions or terms attaching to any authorisation given by the directors pursuant to Article 96, the prohibition in Article 100 1 shall not apply to any resolution relating to any transaction, arrangement or matter in respect of which the interest of the Director in question arises only from one or more of the following matters
- 100 2 1 his interest in shares or debentures or other securities in the Company,
- 100 2 2 his interest in any other company attributable to his interest in shares or debentures or other securities in the Company itself;
- 100 2 3 any proposal to give him any security, guarantee or indemnity in respect of money lent or obligations incurred by him for the benefit of the Company or any of its subsidiaries,
- 100 2 4 any proposal to give a third party any security, guarantee or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which he has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,
- 100 2 5 his entitlement as a holder of shares, debentures or other securities to participate in an offer for subscription or purchase of shares or debentures or other securities

- in the Company or in any of its subsidiaries or his proposed participation in the underwriting or sub-underwriting of any such offer,
- 100 2 6 his interest in any present or proposed capacity in any arrangement which the Company has in place, or proposes to put in place, for the benefit of employees of, or persons that provide services to, the Company or any of its subsidiaries provided that the arrangement does not award him any privilege or benefit not generally awarded to the persons to whom such arrangement relates,
- 100 2 7 any proposal for the Company to give him an indemnity (other than an indemnity referred to in Article 100 2 3) where all other Directors are also being offered indemnities on substantially the same terms,
- 100 2 8 his interest as an insured under any insurance policy which the Company proposes to purchase or maintain for the benefit of any or all Directors or for the benefit of persons including Directors,
- 100 2 9 any proposal for the Company to fund expenditure incurred or to be incurred by him in defending proceedings referred to in section 205 of the 2006 Act or in connection with an application for relief referred to in that section or for the Company or any of its subsidiaries to take any action to enable such expenditure not to be incurred, in each case where all other Directors are also being offered substantially the same arrangements, and
- 100 2 10 his interest, direct or indirect and whether as an officer, employee, shareholder, creditor or otherwise, in any other company with which the Company proposes to enter into any transaction or arrangement (save that any such company shall not include any company in which he, so far as he is aware, holds an interest in shares representing one per cent or more of the issued equity share capital of such company (or of any other company through which such interest is derived) or of the voting rights available to members of the relevant company)
- 100 3 For the purposes of Article 100 2 there shall be treated as the interests of the Director in question any interest of a person connected with him (other than the Company itself, if applicable) Accordingly, references in Article 100 2 to
- 100 3 1 (i) any interest, benefit or entitlement which the Director has or may have, or (ii) any obligation incurred by the Director or for which he has assumed responsibility, or (iii) any proposal to give the Director anything or any transaction or arrangement to which he is or may be a party or in which he participates or may participate
- shall be deemed to include references to
- 100 3 2 (i) the interests, benefits or entitlements of any such connected person, or (ii) an obligation incurred or responsibility assumed by any such connected person, or (iii) any proposal to give any such connected person something or for that person to be a party to or participate in any transaction or arrangement
- 100 4 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, such proposals may be divided and considered in relation to each Director separately and in such cases, each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment



100 5 If any question shall arise at any meeting as to

100 5 1 whether a Director is required to declare an interest pursuant to Article **Error! Reference source not found.** or the Statutes, or would be so required but for Articles 99 3 3 or 99 3 4, or

100 5 2 whether a Director is entitled to vote or is prohibited from voting pursuant to Article 100

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 other Director shall be final and conclusive except in a case where the nature and extent of the interest which the Director is required to declare pursuant to Article **Error! Reference source not found.**, or would be so required but for Articles 99 3 3 or 99 3 4, has not been fairly disclosed to the meeting

100 6 Subject to the Statutes, the Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of this Article 100

### **General notice**

100 7 A general notice given to the Directors by a Director (if it is given at a meeting of Directors, or such Director takes reasonable steps to secure that it is brought up and read at the next meeting of Directors after it is given) to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with that company or firm, shall for the purpose of this Article be deemed to be a sufficient declaration of interest in relation to any contract so made For the purposes hereof a transaction or arrangement of the kind described in Section 330 of the Act made for a Director or a person connected with such Director (within the meaning of Section 346 of the Act) shall if it would not otherwise be so treated (and whether or not prohibited by that Section) be treated as a transaction or arrangement in which that Director is interested A Director shall be deemed interested in any contract or arrangement if any person connected with him (within the meaning of Section 346 of the Act) is interested, whether directly or indirectly

### **101 Interests of Directors in other companies**

A Director may be or continue or may become a director or other officer or servant of, or otherwise interested in, any other company promoted by the Company or in which the Company may be in any way interested and shall not (in the absence of agreement to the contrary) be liable to account to the Company for any emoluments or other benefits received or receivable by him as director, or officer or servant of, or from his interest in, such other company

### **102 Exercise of voting rights conferred by shares of other companies**

Subject to Article 116 the Directors may exercise or procure the exercise of the voting rights attached to shares in any other company in which the Company is or becomes in any way interested, and may exercise any voting rights to which they are entitled as directors of any such other company in such manner as they shall

in their absolute discretion think fit, save that no Director shall be entitled to vote (or be counted in a quorum) in respect of any resolution appointing himself as a director, officer or servant of such other company

### **DISQUALIFICATION OF DIRECTORS**

#### **103 Disqualification**

The office of a Director shall be vacated if the Director

103 1 Becomes bankrupt or insolvent or compounds with his creditors generally

103 2 Becomes of unsound mind or a patient for the purpose of any statute relating to mental health

103 3 Becomes prohibited from being a Director by reason of any order made under the Company Directors Disqualification Act 1986

103 4 Is convicted of an indictable offence (not being an offence which, in the opinion of the Directors, does not affect his character or position as a Director of the Company)

103 5 Is absent from meetings of the Directors for a period of six months without leave expressed by a resolution of the Directors and the Directors resolve that his office be vacated

103 6 (Not being an executive Director whose contract of employment precludes resignation) he resigns his office by notice in writing left at the Office

103 7 Is removed from office under Section 303 of the Act or as provided in Article 110

103 8 Is requested in writing by all of the other Directors to resign his office

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' minute book stating that such Director has ceased to be a Director of the Company

### **ROTATION OF DIRECTORS**

#### **104 Directors to retire by rotation**

At the Annual General Meeting in every year one-third of the Directors for the time being, or if their number is not three or a multiple of three then the number nearest to one-third, shall retire from office, the Directors to retire in each year being those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election

105           **Filling vacancies**

The Company at the Annual General Meeting at which any Director retires in manner aforesaid may fill up the vacated office, and may fill up any other offices which may then be vacant by electing the necessary number of persons. The Company may also at any Extraordinary General Meeting, on notice duly given, fill up any vacancies in the office of Director, or appoint additional Directors.

106           **Notice of intention to propose a Director**

No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting unless, not less than seven nor more than twenty-one days before the day 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 election, and also notice in writing signed by that person of his willingness to be elected.

107           **If vacancies not filled**

If at any General Meeting at which an election of Directors ought to take place the place of any retiring Director be not filled up, such retiring Director shall (unless a resolution for his re-election shall have been put to the meeting and lost) continue in office until the Annual General Meeting in the next year, and so on from time to time until his place has been filled up, unless at any such meeting it shall be determined to reduce the number of Directors in office.

108           **Number of Directors may be-varied**

The Company may from time to time in General Meeting increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

109           **Power to fill casual vacancy**

The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board of Directors. Subject to the provisions of Section 303 of the Act, any Director so appointed shall hold office only until the next following Annual General Meeting, when he shall retire, but shall be eligible for re-election. Any Director who retires under this Article shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

110           **Removal of a Director by the Company in General Meeting**

The Company may in accordance with and subject to the provisions of the Statutes by Ordinary Resolution, of which special notice has been given in accordance with Section 379 of the Act, remove any Director (including a managing or other executive Director) before the expiration of his period of office (notwithstanding anything in these Articles or in any agreement between the Company and such Director but without prejudice to any claim for damages in respect of the breach of any such agreement), and may by Ordinary Resolution appoint another person in his stead. The person so appointed shall be treated for

the purpose of determining the time at which he or any other Director is to retire as if he had become a Director on the day on which the Director in whose place he is appointed was last appointed a Director

#### **ALTERNATE DIRECTORS**

##### **111 Directors may appoint an alternate Director**

Any Director may at any time appoint another Director or a person approved by the Directors to be an alternate Director of the Company and may at any time remove any alternate Director appointed by him from office. An alternate Director so appointed shall not be entitled to receive any remuneration from the Company nor be required to hold any share qualification, nor be counted in reckoning the minimum number of Directors required by these Articles, but shall otherwise be subject to the provisions of these Articles with regard to Directors. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and to attend and vote as a Director at any such meetings at which the Director appointing him is not personally present, and generally to perform all the functions of such appointor as a Director. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation but is re-elected by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. 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. All appointments and removals of alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the Office.

##### **112 Responsibility of alternate Director**

Every alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration (if any) of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between him and the Director appointing him.

#### **LOCAL DIRECTORS**

##### **113 Power to appoint Local Directors**

The Directors may from time to time appoint any one or more persons employed by the Company to be a Local Director for such period and at such remuneration, either fixed or varying with profits or otherwise or partly by one method and partly by another, and on such other terms as the Directors may from time to time think fit and may at any time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and the provisions following shall apply to every Local Director so appointed, namely

- 113 1 A Local Director shall not be deemed to be a Director for any purpose
- 113 2 The Directors may from time to time entrust to and confer upon a Local Director for the time being such of the powers exercisable under these Articles by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers

## **PROCEEDINGS OF DIRECTORS**

### **114 Meetings and quorum**

- 114 1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum
- 114 2 Any Director may participate in a meeting of the Directors by means of conference telephone or similar communications equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in this manner shall be deemed to be present in person at such meeting and shall accordingly be counted in the quorum and entitled to vote. Subject to the Statutes, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles, be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that fewer than two Directors or alternate Directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is

### **115 Voting**

Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors

### **116 Restrictions on voting**

- 116 1 Save as provided in the following paragraphs of this Article, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any 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
- 116 2 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) in respect of any resolution concerning any of the following matters, namely

- 116 2 1        The giving of any security or indemnity to him 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 Subsidiaries
- 116 2 2        The giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its Subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by giving of security
- 116 2 3        Any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its Subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof
- 116 2 4        Any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in 1 per cent or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article to be a material interest in all circumstances)
- 116 2 5        Any proposal concerning the adoption, modification or operation of
- 116 2 5 1        a superannuation fund or retirement benefits scheme under which he may benefit, or
- 116 2 5 2        an employees' share scheme under which he may benefit, and
- which (in either case) does not confer on any Director any privilege or advantage not generally accorded to the employees to whom the scheme relates and which has been approved by or is subject to and conditional upon approval by the Board of Inland Revenue for taxation purposes
- 116 3        For the purposes of Articles 116 1 and 116 2 there shall be imputed to a Director any material interest of a person connected with him (within the meaning of Section 346 of the Act) and accordingly references in Article 116 2 to the Director and any interest or benefit which he has or may have or any contract or arrangement to which he is or may be a party shall include references to the interests or benefits of any such connected person, and to any contract or arrangement to which such connected person is or may be a party
- 116 4        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 such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under the proviso to paragraph 116 2 4 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
- 116 5        If any question shall arise at any meeting as to the materiality of 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 other

Director 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

117      **Summoning Meetings**

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of a Meeting of Directors need not be given to a Director who is not in the United Kingdom. Notice of a Board Meeting 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. A Director absent or intending to be absent from the United Kingdom may request the Board of Directors that notice of Board Meetings 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.

118      **Directors may act notwithstanding vacancy**

The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as the number of Directors is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors 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.

119      **Chairman**

The Directors may elect a Chairman and a Deputy Chairman of their meetings, and determine the period for which he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

120      **Memorandum signed by all the Directors**

A memorandum in writing signed by all the Directors for the time being entitled to receive notice of a meeting of Directors and annexed or attached to the Directors' minute book shall be as effective for all purposes as a resolution of the Directors passed at a meeting duly convened, held and constituted. Any such memorandum may consist of several documents in like form each signed by one or more of such Directors. Provided that such a resolution need not be signed by an alternate Director if it is signed by the Director who appointed him.

121      **Delegation to committees**

The Directors may delegate any of their powers to committees, consisting of such one or more of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors. The regulations herein contained for the meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also to the meetings and proceedings of any committee.

122           **Acts valid although defective appointment**

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

**EXECUTIVE DIRECTORS**

123           **Power to appoint Executive Directors**

The Directors may from time to time appoint one or more of their number to an executive office including the offices of chairman, vice-chairman, managing Director, joint managing Director, assistant managing Director or manager or any other salaried office for such period and on such term as they think fit. Without prejudice to any claim a Director may have for damages for breach of any contract of service between him and the Company the appointment of any Director hereunder shall be subject to determination ipso facto if he ceases from any cause to be a Director, or (subject to the terms of any contract between him and the Company) if the Directors resolve that his term of office as an executive Director be determined.

124           **Remuneration of Executive Directors**

A Director holding office pursuant to the last preceding Article shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine and such remuneration shall, unless otherwise agreed, be additional to such remuneration (if any) as is from time to time payable to him as a Director and such Director shall be a Director for the purposes of and subject to the provisions of Section 319 of the Act.

125           **Powers may be delegated**

The Directors may entrust to and confer upon a Director holding such executive office as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

**PRESIDENT**

126           The Directors may, from time to time, appoint any person who, in their opinion, has rendered outstanding services to the Company to be President of the Company. The President shall not, by virtue of his office, be deemed to be a Director but nevertheless, by invitation of the Directors, he may attend meetings of the Directors for the purpose of giving advice and the Directors may remunerate the President in respect of advice and assistance from time to time.



## SECRETARY

### 127 **Secretary**

The Directors shall appoint, and may remove at their discretion, a Secretary, and shall fix his remuneration and terms and conditions of employment. Anything by the Statutes or these Articles required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary, or, if there is none, by or to any officer of the Company authorised in that behalf by the Board of Directors.

### 128 **Disqualification**

No person shall be Secretary who is either- -

128 1 The sole Director of the Company, or

128 2 A corporation the sole director of which is the sole Director of the Company, or

128 3 The sole director of a corporation which is the sole Director of the Company

### 129 **Restriction on powers of Director who holds office as Secretary**

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

## AUTHENTICATION OF DOCUMENTS

130 1 Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and where any books, records, documents or accounts are elsewhere than at the Office, the Local Manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

130 2 A document purporting to be a copy of a resolution of the Directors or an extract from the minutes of a meeting of the Directors which is certified as such shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

## MINUTES

### 131 **Minutes to be made**

The Directors shall cause minutes to be made in books provided for the purpose.

- 131 1 of all appointments of officers made by the Directors
- 131 2 Of the names of the Directors present at each meeting of the Directors and of any committee of the Directors
- 131 2 1 Of all resolutions and proceedings at all meetings of the Company and of Directors and of committees of Directors

And every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose

## **THE SEAL**

### **132 Seal and sealing**

The Directors shall provide for the safe custody of the Seal. The Seal shall not be affixed to any instrument except by the express authority of a resolution of the Board of Directors and in the presence of at least one Director and of the Secretary, or of such other person as the Directors may appoint for the purpose, and that Director and Secretary, or other person as aforesaid, shall (subject to the provisions of Article 10) sign every instrument to which the Seal is so affixed in their presence

Provided that certificates for stock and shares of the Company and (subject to the terms or conditions of issue thereof) debenture stock or other forms of security may at the discretion of the Directors be issued without any such signature or countersignature if the system of controlling the affixing of the Seal thereto and (where appropriate) the mechanical signature or signatures thereon is approved by the Auditors, Transfer Agents or Bankers of the Company

Any instrument expressed to be executed by the Company and signed by two Directors or one Director and the Secretary by the authority of the Directors or of a committee authorised by the Directors shall (to the extent permitted by the Statutes) have effect as if executed under the Seal

## **DIVIDENDS**

### **133 Dividends how payable**

Subject to the rights of the holders of any shares entitled to any priority, preference or special privileges, and to the terms of issue of any shares all dividends shall be declared and paid to the Members in proportion to the amounts paid up or credited as paid up on the shares held by them respectively. No amount paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. All dividends shall, subject as aforesaid, 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 far dividend from a particular date or *pari passu* as regards dividends with a share already issued it shall rank accordingly

134           **Directors to recommend Company to declare dividend**

The Directors shall lay before the Company in General Meeting a recommendation as to the amount (if any) which they consider should be paid by way of dividend, and the Company in General Meeting shall declare the dividend to be paid, but such dividend shall not exceed the amount recommended by the Directors

135           **Dividends only out of profits**

No dividend or interim dividend shall be paid otherwise than out of profits available for distribution in accordance with the provisions of the Statutes

136           **Interim dividends**

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

137           **Lien**

137 1           The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists

137 2           The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same

138           **Dividends may be sent by post**

The Company may pay any dividend or bonus payable in respect of any share by cheque or warrant sent by ordinary post to the registered address of the holder or, in the case of joint holders, of one of the holders of such share or to such person and address as the holder or joint holders may direct, and shall not be responsible for any loss arising in respect of such transmission. Any such dividend or other money may also be paid by any other method (including direct debit and bank transfer) which the Directors consider appropriate. If cheques or warrants in respect of dividends are returned undelivered or are left uncashed on two consecutive occasions the Directors may cause the Company to cease sending

such cheques or warrants by post to the Member or Members or person or persons concerned

139           **Dividends not to bear interest**

No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company

140           **Distribution of assets in kind**

The Directors may, with the sanction of the Company in General Meeting, distribute in kind among the Members by way of dividend any of the assets of the Company, and in particular any shares or securities of other companies to which the Company is entitled. Provided always that no distribution shall be made which would amount to a reduction of capital except in the manner appointed by law. Where any difficulty arises in regard to the distribution, the Directors may settle the same as they think fit and, in particular (but without limitation) may issue fractional certificates (or ignore fractions) and fix the value for distribution of any assets, and may determine that cash shall be paid to any Member upon the footing of the value so fixed in order to adjust the rights of Members, and may vest any assets in trustees

141           **Purchase of assets from a past date**

Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date at a price fixed wholly by reference to the value of such asset, business or property at the past date and without any addition or reduction in respect of subsequent transactions upon the terms that the Company shall as from that date take the profits and bear the losses thereof, the actual profit or loss as the case may be so accruing to the Company may at the discretion of the Directors be credited or debited wholly or in part to revenue account and in that case the amount so credited or debited shall, for the purpose of ascertaining the fund available for dividend, be treated as a profit or loss arising from the business of the Company and available for dividend accordingly

142           **Unclaimed dividends**

Payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date of declaration of such dividend shall be forfeited and shall revert to the Company

**RESERVE FUND**

143           **Reserve Fund**

Before recommending a dividend the Directors may set aside any part of the net profits of the Company to a reserve fund, and may apply the same either by employing it in the business of the Company or by investing it in such manner (subject to Article 6) as they shall think fit, and the income arising from such reserve fund shall be treated as part of the gross profits of the Company. Such reserve fund may, subject to the Statutes, be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting

contingencies, forming an insurance fund, equalising dividends, paying special dividends or bonuses, or for any other purpose for which the profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profits which they shall not think fit to divide or to place to reserve.

## **CAPITALISATION OF PROFITS**

### **144 Capitalisation of profits**

Subject to the provisions of the Statutes, the Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve funds or reserve accounts (including any undistributable reserves) or to the credit of the profit and loss account (not required for the payment of or provision for any fixed preferential dividend), and accordingly that such sum be applied on behalf of the Members who would have been entitled thereto if distributed by way of dividend and in the same proportion either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and issued credited as fully paid up to and among such Members in the proportion aforesaid or partly in the one way and partly in the other, and the Directors shall give effect to such resolution. Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of unissued shares to be allotted to Members of the Company as fully paid shares.

### **145 Appropriations by Directors**

Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the amount resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures which would otherwise be issued in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the amount resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

### **146** Subject to approval by the Company in General Meeting and subject as hereinafter provided, the Directors may at their discretion resolve (at the same time as they resolve to recommend or to pay any dividend on any shares in the capital of the Company) that the members will have the option to elect to receive in lieu of such dividend (or part thereof) an allotment of additional Ordinary Shares credited as fully paid provided that

- 146 1 An adequate number of unissued Ordinary Shares is available for this purpose
- 146 2 The approval by the Company in General Meeting may only be given in respect of a specified dividend or of any dividends declared or to be declared or paid in respect of a specified financial year
- 146 3 The number of Ordinary Shares to be allotted in lieu of any amount of dividend as aforesaid shall be determined by the Directors so that the value of such shares shall equal (as nearly as may be without exceeding) such amount and for this purpose the value of an Ordinary Share shall be deemed to be the average of the middle market quotations of such shares derived from the Daily Official List of The Stock Exchange (adjusted as below) on the ex-dividend date and on the next four business days and each such middle market quotation shall be adjusted by deducting therefrom the cash amount of such dividend per share except in the case of any "ex-dividend" quotation
- 146 4 The Directors after determining the number of Ordinary Shares to be allotted as aforesaid shall give notice in writing to the members of the option to elect accorded to them and shall send with such notice forms of election which specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective
- 146 5 Following the receipt of a notice or notices of election pursuant to paragraph 146 4 of this Article the Directors shall allot to the holders of those Shares in respect of which the share election has been or is duly exercised in lieu of the dividend (or that part of the dividend in respect of which the right of election has been accorded) such number of additional Ordinary Shares determined as aforesaid and for such purpose the Directors shall appropriate and capitalise out of any reserve or fund which is available for distribution (including any share premium account or capital redemption reserve or profit and loss account) as they shall determine an amount equal to the aggregate nominal amount of the additional Ordinary Shares so to be allotted and apply the same in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to and amongst those holders of Shares who have given notices of election as aforesaid, such additional Ordinary Shares to rank *pari passu* in all respects with the fully paid Ordinary Shares then in issue save only as regards participation in the relevant dividend
- 146 6 The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are disregarded or the benefit of fractional entitlements accrues to the Company rather than to the Members concerned) The Directors may authorise any person to enter, on behalf of all the Members interested, into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned
- 146 7 The Directors may on any occasion determine that the rights of election shall not be made available to any Members with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer or rights of election would or might be unlawful and in

such event the provisions aforesaid shall be construed subject to such determination

## **ACCOUNTS**

### **147       Accounts to be kept**

The Directors shall cause proper books of account (being such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions) to be kept with respect to

147 1       All sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place

147 2       All sales and purchases of goods by the Company

147 3       The assets and liabilities of the Company

### **148       Limitation of right to inspect**

The books of account shall be kept at the Office, or (subject to the provisions of Section 222 of the Act) at such other place or places as the Directors may determine, and shall always be open to the inspection of the Directors. The Directors may from time to time by resolution determine whether and to what extent and at what times and places, and on what conditions, the books and accounts of the Company, or any of them, shall be open to the inspection of the Members (not being Directors), and the Members shall have only such rights of inspection as are to them by the Statutes or by such resolution as aforesaid

### **149       Production of accounts**

The Directors shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Statutes

### **150       Copies**

A copy of every balance sheet, Directors' report and profit and loss account, including every document required by law to be annexed thereto, which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report, shall, not less than twenty-one clear days before the date of the meeting, be sent to every Member (whether he is or is not entitled to receive notices of General Meetings of the Company), every holder of debentures of the Company (whether he is or is not so entitled), and all other persons so entitled, but this Article shall not require a copy of such documents to be sent to any person to whom, by virtue of subsection (2) of Section 238 of the Act, the Company is not required to send the same. If and to the extent permitted by the Statutes the Company need not despatch copies of these documents to Members, but may instead send to them (or certain of them) summaries of such financial statements or other documents. There shall also be sent to every Stock Exchange at which the shares of the Company are dealt in or listed the number of copies of the aforesaid documents required by such Stock Exchanges respectively

151        **Audit**

Auditors shall be appointed and their duties regulated in the manner provided by the provisions of the Statutes

152        **All acts to be valid**

Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment

153        **Power to attend certain General Meetings**

The Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any Member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor

**NOTICES**

154        **Notice, how served**

A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address

155        **Members out of United Kingdom**

No Member shall be entitled to have a notice served on him at any address not within the United Kingdom but any Member whose registered address is not within the United Kingdom may by notice in writing require the company to register an address within the United Kingdom which, for the purpose of the service of notices, shall be deemed to be his registered address. A Member who has no registered address within the United Kingdom and has not given notice as aforesaid shall not be entitled to receive any notices from the Company. Any notice may be given to a Member by reference to the register of Members as it stands at any time within fifteen days before the notice is given, and no change in the register after that time shall invalidate the notice

156        **Time of service of notice**

Any notice sent by first class post shall be deemed to have been served on the day after the same shall have been posted and if sent by second class post on the second day thereafter, and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted

157        **Notice to be given in case of death or bankruptcy of a member**

A notice may be given by the Company to the person entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to him by name, or by the title of representative



of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the person claiming to be no [SIC] entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred

#### **SUSPENDED OR CURTAILED POSTAL SERVICES**

- 158 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a General Meeting by notices sent through the post, a General Meeting may be convened by notice advertised on the same date in at least two leading newspapers, at least one of which shall be a national newspaper, with appropriate circulation and such notice shall be deemed to have duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable

#### **PROVISION FOR EMPLOYEES**

- 159 The power conferred upon the Company by Section 719 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 and shall accordingly require either (i) the prior consent in writing of the holders of three fourths 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 these Articles

#### **INDEMNITY**

- 160 The Directors, executive Directors, Auditors, Secretary and other officers for the time being of the Company and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company and their respective executors or administrators shall be indemnified and secured harmless out of the assets of the Company from and against any liability incurred by them to the extent permitted by the Statutes. Further, the Directors may purchase and maintain insurance at the expense of the Company for the benefit of any such Director or other officer or Auditor to the extent permitted by the Statutes

#### **WINDING UP**

- 161 **Distribution of assets in winding up**

If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied, first, in repaying to the Members the amounts paid up on the shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively

Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions

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**Assets may be distributed in specie**

In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may, with the like sanction, be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved but so that no Member shall be compelled to accept any shares whereon there is any liability