

COMPANY NO. 2910629

ARTICLES OF ASSOCIATION
OF
STATPRO GROUP plc



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REF GORDA/30567048

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COMPANY NO. 2910629

THE COMPANIES ACTS 1988 TO 2006

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATIONS

of

STATPRO GROUP plc

(Adopted by special resolution passed on ~~21st23~~ May ~~20082019~~)

PRELIMINARY

1 The regulations in Table A as in force at the date of the incorporation of the Company shall not apply to the Company.

Table A

2 In these Articles, except where the subject or context otherwise requires –

Definitions

~~“1985 Act” means the Companies Act 1985 including any modification or re-enactment thereof for the time being in force,~~

~~“2006 Act” means the Companies Act 2006 including any modification or re-enactment thereof for the time being in force,~~

~~“Articles” means these articles of association as altered from time to time by special resolution,~~

~~“auditors” means the auditors for the time being of the Company,~~

~~“the board” means the directors or any of them acting as~~

	the board of directors of the Company;
“clear days”	means the period excluding the day when a notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
“Companies Acts”	means the meaning ascribed thereto by Section 2 of the 2006 Act and any enactment passed after those Acts which may, by virtue of that or any other such enactment, be cited together with those Acts as the “Companies Acts” (with or without the addition of an indication of the date of any such enactment),
“CREST”	means the relevant system operated by Euroclear UK & Ireland Limited in terms of the Regulations, which enables title to shares or other securities to be evidenced and transferred without a written instrument,
“director”	means a director of the Company,
“dividend”	means dividend or bonus,
“electronic address”	means any number or address used for the purposes of sending or receiving notices, documents or information by electronic means,
“electronic form”	has the meaning given to it in Section 1168 of the 2006 Act,
“electronic means”	has the meaning given to it in Section 1168 of the 2006 Act,
“employees’ share scheme”	means the meaning ascribed thereto by Section 743 of the 1985 Act,
“holder”	means in relation to any shares the member whose name is entered in the register as the holder of such shares,
“member”	means a member of the Company;
“Memorandum”	means the memorandum of association of the Company as amended from time to

	time;
“office”	means the registered office of the Company;
“paid”	means paid or credited as paid;
“register”	means the register of members of the Company;
“the Regulations”	means the Uncertificated Securities Regulations 2001 and includes (i) any enactment or subordinate legislation which amends or supersedes those regulations and (ii) any applicable rules made under those regulations or under any such enactment or subordinate legislation for the time being in force;
“seal”	means the common seal of the Company and includes any official seal kept by the Company by virtue of Section 39 or 40 of the 1985 Act;
“secretary”	means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary;
“London Stock Exchange”	means London Stock Exchange plc;
“United Kingdom”	means Great Britain and Northern Ireland

Construction

“1985 Act”	means the Companies Act 1985 including any modification or re-enactment thereof for the time being in force;
“2006 Act”	means the Companies Act 2006 including any modification or re-enactment thereof for the time being in force;
“A Share”	means an A ordinary share of £0.01 each in the capital of the Company;
“A Sub-Class”	means a sub-class or series of the A Shares, having a distinct identifying name and/or number;
“Accrued Value”	in respect of each Relevant Vested Share, means the Ordinary Share Price on the day on which the Accrued Value is measured);

“Adoption Date”	means 23 May 2019, being the day the Articles were adopted by a special resolution;
“AIM”	means the market of that name operated by the London Stock exchange;
“Articles”	means these articles of association as altered from time to time by special resolution;
“auditors”	means the auditors for the time being of the Company;
“Award”	means the offer or allotment of a Tranche of Growth Shares to an Employee by the board;
“B Share”	means a B ordinary share of £0.01 each in the capital of the Company;
“B Sub-Class”	means a sub-class or series of the B Shares, having a distinct identifying name and/or number;
“Bad Leaver”	means a Leaver who is not a Good Leaver;
“the board”	means the directors or any of them acting as the board of directors of the Company and includes the Remuneration Committee, where applicable, in relation to matters concerning, arising out of or in connection with an Award of Growth Shares;
“Board Minutes”	means the minutes of a meeting of the board duly recorded and approved by the board and which form part of the records of the Company;
“C Share”	means a C ordinary share of £0.01 each in the capital of the Company;
“C Sub-Class”	means a sub-class or series of the C Shares, having a distinct identifying name and/or number;
“Change of Control Event”	means, as a result of an offer made to all holders of ordinary shares (or all holders of ordinary shares other than the offeror and any associates of the offeror, as defined in section 988 of the Companies Act 2006) of the Company to acquire all or some of the ordinary shares (including any such offer implemented by way of court approved scheme of arrangement under Part

26 of the Companies Act 2006) of the Company, the right to cast more than 50% of the votes that may ordinarily be cast on a poll at a general meeting of the Company has become vested in the offeror and those associates;

“Change of Control Price”	means, in respect of a Change of Control Event, the offer price per ordinary share which gives rise to or which arises as a result of the Change of Control Event occurring;
“clear days”	means the period excluding the day when a notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“Closed Period”	has the same meaning as in the Market Abuse Regulations;
“COC Vested Shares”	as defined in Article 60;
“Companies Act”	means the meaning ascribed thereto by Section 2 of the 2006 Act and any enactment passed after those Acts which may, by virtue of that or any other such enactment, be cited together with those Acts as the “Companies Acts” (with or without the addition of an indication of the date of any such enactment);
“Compulsory Transfer Notice”	as defined in Article 53;
“Compulsory Transfer Price”	as defined in Article 59;
“Compulsory Transfer Shares”	as defined in Article 53;
“Control”	as defined in section 995 of the Income Tax Act 2007;
“Cost”	means the amount paid (by way of purchase or subscription price) per Growth Share and/or any income tax (and national insurance contributions or social security contributions liabilities) paid which arose on the acquisition of the Growth Shares;
“CREST”	means the relevant system operated by Euroclear UK & Ireland Limited in terms of the Regulations, which

	enables title to shares or other securities to be evidenced and transferred without a written instrument;
“Dealing Day”	means any day on which the stock market or exchange (including AIM) on which the ordinary shares of the Company are traded is open for business;
“Deferred Share”	means a deferred share of £0.01 each in the capital of the Company;
“director”	means a director of the Company;
“dividend”	means dividend or bonus;
“electronic address”	means any number or address used for the purposes of sending or receiving notices, documents or information by electronic means;
“electronic form”	has the meaning given to it in Section 1168 of the 2006 Act;
“electronic means”	has the meaning given to it in Section 1168 of the 2006 Act;
“Employee”	means a bona fide employee or a director (excluding a non-executive director) of any member of the Group;
“employee share schemes”	means the meaning ascribed thereto by Section 1166 of the 2006 Act;
“Family Trust”	means, in relation to an Employee, a trust which does not permit any of the settled property of the income from it to be applied otherwise than for the benefit of the Employee of his spouse, children and grandchildren or any charity and under which no power of control over the voting powers conferred by the shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Employee or his spouse, children or grandchildren;
“Forfeiture Shares”	means shares representing a Tranche (or a portion thereof) that are not capable of Vesting and subject to the compulsory transfer provisions in Articles 53 to

59 on the Employee becoming a Leaver pursuant to Articles 49 to 52;

- “Good Leaver” means a Leaver who ceases to be an Employee by reason of any of the following:
- (a) death;
 - (b) injury or disability (evidenced to the satisfaction of the board);
 - (c) redundancy;
 - (d) retirement;
 - (e) a relevant transfer within the meaning of TUPE but excluding any transfers within the Group; or
 - (f) the employing company of the Employee ceasing to be under the Control of the Company;
- “Group” means the Company and each of its subsidiaries, and “member of the Group” shall be construed accordingly;
- “Growth Shares” means the A Shares and/or the B Shares and/or the C Shares, including any A Sub-Class and/or B Sub-Class and/or C Sub-Class, or any of them, as the context requires;
- “holder” means in relation to any shares the member whose name is entered in the register as the holder of such shares;
- “Hurdle” means the Target Share Price which the Ordinary Share Price is required to reach or exceed for at least twenty 20 consecutive Dealing Days during the relevant Performance Period and which the board is required pursuant to Article 9, to specify and record in the relevant Board Minutes in respect of an Award of Growth Shares;
- “Leaver” an Employee who ceases to be employed by any member of the Group for any reason whatsoever;
- “London Stock Exchange” means London Stock Exchange plc;

- “Market Abuse Regulation” means Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse;
- “Market Value” means the value of a share determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992;
- “member” means a member of the Company;
- “Memorandum” means the memorandum of association of the Company as amended from time to time;
- “office” means the registered office of the Company;
- "ordinary share" means an ordinary share of £0.01 each (other than an A Share, a B Share or C Share or any Sub-Class thereof) in the capital of the Company;
- “Ordinary Share Price” means, on a day:
- (a) if the ordinary shares are traded on AIM or a Recognised Stock Exchange or any other alternative investment exchange or market, the closing price of an ordinary share (as derived from the AIM Appendix of the Daily Official List of the London Stock Exchange or the official list for such other market or exchange) for the immediate preceding Dealing Day or, if the board so decides, the average of the closing price of an ordinary share over a number of Dealing Days (not exceeding five) immediately preceding such day; and
 - (b) if the ordinary shares are not so listed, the market value of an ordinary share determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992;
- “paid” means paid or credited as paid;
- “Performance Period” means, in respect of:
- (a) the A Shares (including any A Sub-Class), a period of three (3) years from the date of the

Award of the A Shares (or the relevant A Sub Class);

- (b) the B Shares (including any B Sub-Class), a period of four (4) years from the date of the Award of the B Shares (or the relevant B Sub Class); and
- (c) the C Shares (including any C Sub-Class), a period of five (5) years from the date of the Award of the C Shares (or the relevant C Sub Class);

or such other period that the board determines to be the 'Performance Period', at the time of the grant of the relevant Award of Growth Shares and duly records the same in the relevant Board Minutes;

“Permitted Transferee”	means, in relation to an Employee, any of his spouse, children, grandchildren or the trustees of a Family Trust;
“Recognised Stock Exchange”	means the Main Market of the London Stock Exchange and any other market which is for the time being designated as a recognised stock exchange for the purposes of section 1005 of the Income Tax Act 2007;
“register”	means the register of members of the Company;
“the Regulations”	means the Uncertificated Securities Regulations 2001 and includes (i) any enactment or subordinate legislation which amends or supersedes those regulations and (ii) any applicable rules made under those regulations or under any such enactment or subordinate legislation for the time being in force;
“Relevant Vested Shares”	means shares of a Tranche (for the avoidance of doubt, excluding Forfeiture Shares) that have Vested;
“Remuneration Committee”	means the remuneration committee of the board of directors of the Company;
“seal”	means the common seal of the Company and includes any official seal kept by the Company by virtue of Section 39 or 40 of the 1985 Act;

- “secretary” means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary;
- “Sub-Class” as the context requires, a sub-class or series of the A Shares and/or the B Shares and/or the C Shares, each such sub-class or series having a distinct identifying name and/or number;
- “Surplus Assets” means the surplus assets and retained profits of the Company available for distribution on a liquidation of the Company after payment of liabilities;
- “Target Share Price” means, in respect of:
- (d) the A Shares (including any A Sub-Class), a price which is 70% above the Ordinary Share Price on the date of the Award;
 - (e) the B Shares (including any B Sub-Class), a price which is 100% above the Ordinary Share Price on the date of the Award; and
 - (f) the C Shares (including any C Sub-Class), a price which is 130% above the Ordinary Share Price on the date of the Award
- or such other number, figure or price, as applicable that the board determines a to be the ‘Target Share Price’, at the time of the grant of the relevant Award of Growth Shares and duly records the same in the relevant Board Minutes;
- “Tranche” means the total number of shares of each class of Growth Shares (or each Sub-Class thereof), as applicable, issued and allotted to an Employee under an Award;
- “Transferor Employee” as defined in Article 53;
- “TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- “United Kingdom” means Great Britain and Northern Ireland;

- “Unvested” means, in relation to a Tranche of Growth Shares (excluding any Forfeiture Shares), the relevant Hurdle not having been reached or met within the relevant Performance Period (or earlier on a Change of Control Event occurring);
- "Unvested Tranche" means a Tranche of Growth Shares (excluding Forfeiture Shares) that is Unvested; and
- “Vested” means, in relation to a Tranche of Growth Shares (excluding any Forfeiture Shares), the relevant Hurdle being reached or exceeded within the relevant Performance Period (or earlier on a Change of Control Event occurring); and ‘Vest’ and ‘Vesting’ shall be interpreted accordingly.

3 References to a document being executed include references to its being executed under hand or under seal or by any other method.

References to writing include references to any visible substitute for writing including information sent or supplied in electronic form or made available on a website, and to anything partly in one form and partly in another form.

References to a document being “signed” or to “signature” include references to its being executed under hand or under seal and, in the case of a communication in electronic form such references are to its being authenticated as specified in the 2006 Act.

Words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include corporations.

Save as aforesaid any words or expressions defined in the Companies Act (but excluding any modification thereof not in force at the ~~date of adoption of these Articles~~Adoption Date) shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

Subject to the preceding paragraph, references to any provision of any enactment or of any subordinate legislation (as defined by Section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.

Headings are inserted for convenience only and do not affect the construction of these Articles.

In these Articles, (a) powers of delegation shall not be restrictively construed by the widest interpretation shall be given hereto, (b) the word board in the context of the exercise of ~~any~~ power contained in these Articles includes any committee consisting of one or more directors, any director holding executive office and any local or divisional board, manager or agent of the Company to which or, as the case may be, to whom the power in question has been delegated, (c) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation, and (d) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power.

Commissions

SHARE CAPITAL

~~4. The share capital of the Company on the adoption of these Articles is £1,250,000 divided into 125 million ordinary shares of one penny each~~

54. Subject to the provisions of the Companies Acts and without prejudice to any rights attached to any existing shares or class of shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or, subject to and in default of such determination, as the board shall determine.

6

5. Subject to the provisions of ~~these~~ Articles, Companies Acts relating to authority, pre-emption rights or otherwise and of any resolution of the Company in general meeting passed pursuant thereto, and, in the case of redeemable shares, the provisions of Article 76, all unissued shares for the time being in the capital of the Company shall be at the disposal of the board, and the board may (subject as aforesaid) allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as it things fit.

Share Capital

Shares with special rights

7

6. Subject to the provisions of the Companies Acts, and without prejudice to any rights attached to any existing shares or class of shares, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these Articles.

Allotment

8

7. Save as specified in these Articles and the relevant provisions of law, the ordinary shares, the A Shares (including all A Sub-Classes), the B Shares (including all B Sub-Classes) and the C Shares (including all C Sub-Classes) shall rank *pari passu* in all respects.

Redeemable Shares

8. The board may from time to time create one or more new A Sub-Classes and/or B Sub-Classes and/or C Sub-Classes and, except as otherwise set out in these Articles, the shares of each A Sub-Class and/or B Sub-Class and/or C Sub-Class shall rank *pari passu* with each other in all respects.

9. In respect of any Growth Shares or, if the Growth Shares have been divided into one or more Sub-Classes, any such Sub-Class, the board shall specify the Hurdle (including the Target Share Price and the Performance Period) that apply to such Growth Shares or such Sub-Class and record the same in the relevant Board Minutes.

Trusts not
recognised

10. The board may offer or allot Growth Shares, grant rights to subscribe for or otherwise deal in, or dispose of Growth Shares to Employees on such terms and at such time as the board may decide provided that:

(a) the maximum nominal amount of the Growth Shares (and for the avoidance of doubt, including all classes and Sub-Classes) in respect of which the board is so authorised shall not exceed 5 % of the aggregate nominal amount of the issued ordinary share capital of the Company;

(b) this authority may be exercised for a period of five years commencing from the Adoption Date provided that the board may, before such expiry make one or more offers or agreements which would or might require Growth Shares to be allotted after such expiry and the board may allot Growth Shares after such authority has expired in pursuance of every such offer or agreement as if the power conferred by these Articles had not expired; and

If the share capital of the Company is varied by way of capitalisation or rights issue, issue of shares (on fund raising or otherwise), subdivision, consolidation, stock split, or reduction or there is declared a special dividend or there occurs a demerger or any other event or variation that might affect the value of the Growth Shares only, the board shall (unless in its absolute discretion, it decides otherwise) adjust the Hurdle for the relevant Growth Shares, so as to ensure that the value of the relevant Growth Shares is not increased or decreased solely as a result of that variation or other event.

11. The Company may exercise all powers of paying commissions or brokerage conferred or permitted by the Companies Acts Subject to the provisions of the Companies Acts, any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

12. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share (or in any fractional part of a share) except an absolute right to the entirety thereof in the holder.

GROWTH SHARES – ACCRUAL OF VALUE AND CONVERSION RIGHTS

13. As soon as reasonably practicable following the end of the relevant Performance Period in respect of an Award, the board shall determine whether or not the Growth Shares in that Tranche, excluding the Forfeiture Shares, have Vested. The board shall notify its determination to the relevant holders of the Growth Shares. Any determination by the board in relation to Vesting shall be final and binding on all parties.

14. On any given day, on and following Vesting, the value of each Relevant Vested Shares shall be the Accrued Value.

For the avoidance of doubt, on and following the reaching or exceeding of the relevant Hurdle, the value of each such Relevant Vested Shares shall at all material times be the value as calculated on any given day based on the definition of Accrued Value.

15. Subject to Article 16, all of the Relevant Vested Shares in respect of each issue of Growth Shares or each issue of a Sub-Class of Growth Shares, as applicable, shall automatically convert into ordinary shares on a 'one for one' basis immediately following the end of the Performance Period (applicable to such Relevant Vested Shares).

16. With reference to Article 15, if the relevant Performance Period ends during a Closed Period, the conversion of the Relevant Vested Shares into ordinary shares, as described in Article 15 shall be delayed and shall take place immediately after the Closed Period.

17. All of the shares in an Unvested Tranche following the end of the Performance Period (applicable to such shares of that Tranche) shall automatically convert into Deferred Shares on a one-for-one basis immediately following the end of such Performance Period.

18. With reference to Article 17, if the relevant Performance Period ends during a Closed Period, the conversion of the shares in the Unvested Tranche into Deferred Shares, as described in Article 17 shall be delayed and shall take place immediately after the Closed Period.

19. The conversion of the Growth Shares into ordinary shares and/or Deferred Shares pursuant to Articles 15 to 18 and Articles 60 to 62 shall be effected by the

directors without the requirement for any shareholder authority, consent or resolution and such conversion shall not constitute a variation of any shareholder's class rights.

REPURCHASE OF DEFERRED SHARES

20. Subject to the Companies Act, the Company shall be entitled from time to time and at any time to purchase any Deferred Shares for the time being outstanding for the sum of £1 in aggregate paid to each holder of Deferred Shares whose Deferred Shares are purchased.

VARIATION OF RIGHTS

10

21. Subject to the provisions of the Companies Acts, if at any time the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of three quarters in nominal value of the issued shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise)).

Methods of varying rights

For the purposes of this Article, unless otherwise expressly provided by the rights attached to any shares of class of shares, those rights shall be deemed to be varied by the reduction of the capital paid up on those shares otherwise than by a purchase or redemption by the Company of its own shares and by the allotment of other shares ranking in priority for payment of a dividend or in respect of capital or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares, but shall not otherwise be deemed to be varied by the creation or issue of other shares ranking *pari passu* with, or subsequent to, such first mentioned shares or ~~by~~ the purchase or redemption by the Company of any of its own shares.

When rights deemed to be varied

SHARE CERTIFICATES

11

22. Every member, upon becoming the holder of any shares (except a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange in respect of whom the Company is not required by law to complete and have ready for delivery a certificate) shall be entitled, without payment, to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the board may from time to time determine. Subject to Article ~~132~~161 every certificate

Issue of certificates

shall be sealed with the seal or executed in accordance with Article ~~134~~163 and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. Shares of different classes may not be included in the same certificate.

Nothing in these Articles shall preclude any share or other security of the Company from being issued, held, registered, converted, transferred or otherwise dealt with in uncertificated form in accordance with the Regulations and any rules or requirements laid down from time to time by CREST or any other relevant system operated pursuant to the Regulations.

CREST

In relation to any share or other security which is in uncertificated form, these Articles shall have effect subject to the provisions of the Regulations and (so far as consistent with them) to the following provisions –

- (a) the Company shall not be obliged to issue a certificate evidencing title to shares and all references to a certificate in respect of any shares or securities held in uncertificated form in these Articles shall be deemed inapplicable to such shares or securities which are in uncertificated form and furthermore shall be interpreted as a reference to such form of evidence of title to uncertificated shares or securities as the Regulations prescribe or permit,
- (b) the registration of title to and transfer of any shares or securities in uncertificated form shall be effected in accordance with the Regulations and there shall be no requirement for a written instrument of transfer,
- (c) a properly ~~authenticate~~authenticated dematerialised instruction given in accordance with the Regulations shall be given effect in accordance with the Regulations,
- (d) any communication required or permitted by these Articles to be given by a person to the Company may be given in accordance with and in any manner (whether or not in writing) prescribed or permitted by the Regulations,
- (e) if a situation arises where any provisions of these Articles are inconsistent in any respect with the terms of the Regulations in relation to shares or securities of the Company which are in uncertificated form then –
 - (i) the Regulations will be given effect thereto in accordance with their terms, and

- (ii) the directors shall have power to implement any procedures as they may think fit and as may accord with the Regulations for the recording and transferring of title to shares and securities in uncertificated form and for the regulation of those proceedings and the persons responsible for or involved in their operation.

The directors shall have the specific powers to elect, without further consultation with the holders of any shares or securities of the Company (except where such shares of securities are constituted by virtue of some other deed, document or other source), that any single or all classes of shares and securities of the Company become capable of being traded in uncertificated form in accordance with the Regulations on CREST or any other Operator (as defined in the Regulations) of a relevant system.

~~12~~

23. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity (with or without security) and payment of any exceptional out-of-pocket expenses reasonably incurred by the Company in investigating evidence and preparing the requisite form of indemnity as the board may determine but otherwise free of charge, and (in the case of defacement or wearing out) on ~~delivery~~delivering up of the old certificate.

Replacement
certificates

LIEN

~~13~~

24. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys payable to the Company (whether presently or not) in respect of that share. The board may at any time (generally or in particular cases) waive any lien or declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount (including dividends) payable in respect of it.

Company to have
lien on shares

Enforcement of lien
by sale

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25. The Company may sell, in such manner as the board determines, any share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder or otherwise by operation of law, demanding payment and stating that if the notice is not complied with the shares may be sold.

Giving effect to sale

To give effect to any such sale the board may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The transferee 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 in or invalidity of the proceedings in relation to the sale.

The net proceeds of the sale, after payment of the costs, shall be applied in or towards payment or satisfaction of so much of the sum in respect of which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

Power to make calls

CALLS ON SHARES

~~15~~26. Subject to the terms of allotment, the board may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice amount called on his shares. A call may be required to be paid by instalments. A call may be revoked in whole or part and the time fixed for payment of a call may be postponed in whole or part as the board may determine. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

Time when call made

Liability of joint holders

~~16~~

27. A call shall be deemed to have been made at the time when the resolution of the board authorising the call was passed.

Interest payable

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

~~18~~

29. If a call or any instalment of a call remains unpaid in whole or in part after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, such rate, not exceeding 15 per cent per annum or, if higher, the appropriate rate (as defined by the Companies Acts), as may be determined by the board, but the board may waive payment of such interest wholly or in part.

Deemed calls

~~19~~

30. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and notified and payable on the date so fixed or in accordance with the terms of the allotment, and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

Application of proceeds

~~20~~

~~31.~~ Subject to the terms of allotment, the board may make arrangements on the issue of shares for a difference between the allottees and/or holders in the amounts and times of payment of calls on their shares.

~~21~~

~~32.~~ The board may, if it thinks 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 such payment in advance of calls shall extinguish *pro tanto* the liability upon the shares in respect of which it is made, and may pay upon all or any of the moneys so advanced (until the same would but for such advance become presently payable) interest at such rate not exceeding (unless the Company by ordinary resolution may otherwise direct) 15 per cent per annum or, if higher, the appropriate rate (as defined in the Companies Acts) as may be agreed upon between the board and such member.

Notice requiring payment of call

FORFEITURE AND SURRENDER

~~22~~

~~33.~~ If a call or any instalment of a call remains unpaid in whole or in part after it has become due and payable the board may give to the person from whom it is due not less than fourteen clear days' notice in writing requiring payment of the amount unpaid together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

Forfeiture for non-compliance

~~23~~

~~34.~~ If any such notice is not complied with, any share in respect of which it was given may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the board and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before the forfeiture the holder of the share, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the register opposite the entry of the share, but no forfeiture shall be invalidated by any omission or neglect to give such notice or to make such entries.

Sale of forfeited shares

~~24~~

~~35.~~ Subject to the provisions of the Companies Acts, a forfeited share shall be deemed to belong to the Company and may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the board determines, either to the person who was before the forfeiture the holder or to any other persons, and at

Differentiation on calls

Payment of calls in advance

any time before sale, re-allotment or other disposal, the forfeiture may be cancelled on such terms as the board thinks fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the board may authorise some person to execute an instrument of transfer of the share to that person. The Company may receive the consideration given for the share on its disposal and may register the transferee as holder of the share.

Surrender

~~25~~

36. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest thereon at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at such rate, not exceeding 15 per cent per annum or, if higher, the appropriate rate (as defined in the Companies Acts) as the board may determine, from the date of forfeiture until payment, but the board may waive payment wholly or in part or enforce payment without ~~any~~ allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

Extinction of rights

Evidence of forfeiture or surrender

~~26~~

37. The board may accept the surrender of any share which it is in a position to forfeit upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited.

~~27~~

38. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Companies Acts given or imposed in the case of past members

Form and execution of transfer

~~28~~

39. A statutory declaration by a director or the secretary that a share has been duly forfeited or surrendered on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity in, or invalidity of, the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share

Liability following forfeiture

TRANSFER OF SHARES

Invalid transfers

~~29~~40. The instrument of transfer of a share may be in any usual ~~form~~ or in any other form which the board may approve and shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. An instrument of transfer need not be under seal.

Nothing in this Article or the provisions hereinafter shall preclude the transfer of shares or other securities of the Company in uncertificated form in accordance with the terms of Article ~~42~~25 and any references contained in these Articles in relation to the execution of any instrument of transfer or the registration of ~~any~~ transfer of shares or other securities of the Company in uncertificated form shall be read in accordance with the terms of Article ~~42~~25.

~~30~~

~~41~~1. The board may, in its absolute discretion and without giving any reason, refuse to register the transfer of a share which is not fully paid on which the Company has a lien.

~~31~~42. The board may also refuse to register the transfer of a share unless the instrument of transfer –

- (a) is lodged, duly stamped, at the office or at such other place as the board may appoint accompanied by the certificate for the shares to which it relates and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer,
- (b) is in respect of only one class of shares, and
- (c) is in favour of not more than four transferees.

Notice of refusal to register

Suspension of registration

No fee payable on registration

In the case of a transfer by a recognised clearing house or a nominee of a recognised clearing ~~houses~~ or of a recognised investment exchange, the lodgement of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the shares in question. The expressions “**recognised clearing house**” shall mean any clearing house or investment exchange (as the case may be) granted recognition under the Financial Services and Markets Act 2000.

~~32~~

~~43~~3. If the board refuses to register the transfer, it shall within two months after the date on which the instrument of transfer was lodged with the Company send to the transferee notice of the refusal.

~~33~~

~~44~~4. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the board may determine.

Transfers of partly paid shares

~~34~~ ~~no~~

~~45. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.~~

~~35~~

~~46. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the board refuses to register shall be returned to the person lodging it when notice of the refusal is given.~~

GROWTH SHARES – PERMITTED TRANSFERS

~~47. Except as provided by Articles 15 to 18, 53 to 59 and 60 to 62, an Employee who has acquired Growth Shares or been made an Award of Growth Shares shall not transfer, charge or otherwise alienate any of the Growth Shares so awarded to him or acquired by him.~~

~~48. With the written consent of the board and subject to any conditions that the board may impose, an Employee may transfer some or all of the Growth Shares that he acquires or is entitled to acquire pursuant to an Award, to a person or persons shown to the satisfaction of the board to be a Permitted Transferee provided that such Permitted Transferee shall hold the Growth Shares so transferred subject to the same rights and obligations under the Articles and the relevant share acquisition agreement which would otherwise apply to the Employee.~~

GROWTH SHARES – LEAVER PROVISIONS

~~49. If an Employee becomes a Leaver by reason of being a Bad Leaver, all of the Growth Shares held by him or his Permitted Transferee shall become Forfeiture Shares and subject to forfeiture pursuant to the compulsory transfer provisions in Articles 53 to 59.~~

Retention of transfers

~~50. Subject to Article 51, where an Employee becomes a Leaver by reason of being a Good Leaver, a portion of each Tranche of his Growth Shares shall be subject to forfeiture (and accordingly such portion of the shares will be treated as Forfeiture Shares) in accordance with the table below:~~

<u>Leaving Date</u>	<u>Portion of each Tranche that would be treated as Forfeiture Shares (rounded down to the nearest whole number of shares)</u>
<u>Any day prior to the first anniversary of the date of the Award</u>	<u>100%</u>

<u>Between the first anniversary of the date of the Award and the day prior to the second anniversary of the date of the Award</u>	<u>66.66%</u>
<u>Between the second anniversary of the date of the Award and the day prior to the third anniversary of the date of the Award</u>	<u>33.33%</u>
<u>On or after the third anniversary of the date of the Award</u>	<u>0%</u>

51. Notwithstanding Article 50, the board may, at its discretion specify different terms on which an Award of Growth Shares may become forfeitable provided that such terms shall be specified at the time of the grant of the Award of Growth Shares and duly recorded in the Board Minutes granting the Award.

52. For the avoidance of doubt, a Good Leaver shall be entitled to retain the shares that are not Forfeiture Shares and such shares shall be subject to the remaining provisions of the Articles.

GROWTH SHARES – COMPULSORY TRANSFERS PROVISIONS

53. An Employee holder of Growth Shares (or his Permitted Transferee) (“Transferor Employee”) shall be deemed to have served a notice (“Compulsory Transfer Notice”) to the Company in respect of all of his Forfeiture Shares (“Compulsory Transfer Shares”) immediately before he becomes a Leaver.

54. On the deemed service of a Compulsory Transfer Notice pursuant to Article 53, the Compulsory Transfer Shares shall be regarded as being offered for sale by the Transferor Employee to the Company (or to any person nominated by the Company) at the Compulsory Transfer Price.

55. In such circumstances, completion of the sale and purchase of the Compulsory Transfer Shares shall take place at the time and place determined by the board.

56. At such completion:

(a) the Transferor Employee shall deliver, or procure that there is delivered to the Company (or such person nominated by the Company who is to purchase the Compulsory Transfer Shares), a duly completed stock transfer

form transferring the legal and beneficial ownership of the relevant Compulsory Transfer Shares to the Company (or such person nominated by the Company) together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Company (or such person nominated by the Company) may reasonably require to show good title to the shares, or to enable him to be registered as the holder of the shares; and

(b) the Company (or such person nominated by the Company) shall deliver or procure that there is delivered to the Transferor Employee a bankers' draft made payable to the Transferor Employee or to his order (or such other method of payment agreed between the Company and the Transferor Employee) in respect of the Compulsory Transfer Price for the Compulsory Transfer Shares being transferred to him.

57. If the Transferor Employee does not (or fails to) execute and deliver the relevant documents to effect the transfer of the Compulsory Transfer Shares as referred to in Article 56 (a), the Transferor Employee shall be deemed to have irrevocably appointed any person nominated for the purpose by the Company (or its nominee) to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Compulsory Transfer Shares, and to deliver such documents/transfer(s) to the Company or its nominee (or as it may direct) as the holder thereof. After the Company (or its nominee) has been registered as the holder of the Compulsory Transfer Shares transferred, the validity of such proceedings shall not be questioned by any such person.

58. Any transfer of the Compulsory Transfer Shares by way of a sale under this compulsory transfer provisions (Articles 53 to 59) shall be deemed to include a warranty that the Transferor Employee sells the shares with full title guarantee.

59. For the purposes of this compulsory transfer provisions (Articles 53 to 58), “**Compulsory Transfer Price**” per Compulsory Transfer Share shall be determined by the Board and shall be the lower of:

- (a) Cost; and
- (b) Market Value.

CHANGE OF CONTROL

60. In the event of a Change of Control Event occurring at any time prior to the end of the Performance Period applicable to a Tranche of Growth Shares, if the Change of Control Price is greater than the relevant Target Share Price, all such Growth Shares (excluding the Forfeiture Shares) in that Tranche shall be treated as

Vested (“COC Vested Shares”) on the occurrence of such Change of Control Event.

61. In the circumstances referred to in Article 60, all the COC Vested Shares shall automatically convert into ordinary shares on a ‘one for one’ basis immediately on the occurrence of the Change of Control Event.

62. In the event of a Change of Control Event at any time prior to the end of the Performance Period applicable to a Tranche of Growth Shares, if the Change of Control Price is equal to or lower than the relevant Target Share Price, all such Growth Shares (excluding the Forfeiture Shares) in that Tranche shall become Unvested and shall be converted into Deferred Shares on a one-for-one basis, on the occurrence of such Change of Control Event.

TRANSFER OF DEFERRED SHARES

63. A holder of Deferred Shares shall not transfer his Deferred Shares without the prior written consent of the board.

TRANSMISSION OF SHARES

36

64. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest, but nothing herein contained shall release the estate of a deceased member (whether a sole or joint holder) from any liability in respect of any share held by him.

37

65. A person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law may, upon such evidence being produced as the board may properly require as to his entitlement, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered, he shall execute an instrument of transfer of the share to that person. All the provisions of these Articles relating to the transfer of shares shall apply to any such notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member or other event giving rise to the transmission had not occurred.

Transmission

The board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the board may thereafter withhold payment of all dividends or

Elections
permitted/required

New shares subject to these Articles

other moneys payable in respect of the share until the requirements of the notice have been complied with.

38

Fractions arising

66. A person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law shall, upon such evidence being produced as the board may properly require as to his entitlement and subject to the requirements of Article 3765, have the same rights in relation to the share as he would have had if he were the holder of the share, and may give discharge for all dividends and other moneys payable in respect of the share, but he shall not, before being registered as the holder of the share, be entitled in respect of it to receive notice of or to attend or vote at any meeting of the Company or to receive notice of or to attend or vote at any separate meeting of the holders of any class of shares in the Company.

Rights of persons entitled by transmission

ALTERATION OF SHARE CAPITAL

3967. The Company may by ordinary resolution –

- (a) increase its share capital by such sum to be divided into shares of such amount as the resolution prescribes,
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,
- (c) subject to the provisions of the Companies Acts, sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and
- (d) cancel 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 share capital by the amount of the shares so cancelled

Alterations by ordinary resolution

4068. All new shares shall be subject to the provision of these Articles with reference to payment of calls, lien, forfeiture, transfer, transmission and otherwise, and, unless otherwise provided by these Articles, by the resolution creating the new shares or by the conditions of issue, the new shares shall be unclassified shares.

41

69. Whenever as a result of a consolidation or sub-division of shares any fractions arise, the board may settle the matter in any manner it deems fit and in particular may sell shares representing fractions to which any members would otherwise become entitled to any person (including, subject to the provisions of the Companies Acts, the Company) and distribute the net proceeds of sale in due

proportion among those members, and the board may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in relation to the sale.

Class meetings

42

70. Subject to the provisions of the Companies Acts, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

PURCHASE OF OWN SHARES

43

71. Subject to and in accordance with the provisions of the Companies Acts and to the terms of any special resolution of the Company passed in general meeting and without prejudice to any relevant special rights attached to ~~any~~ class of shares, the Company may purchase any of its own shares of any class (including redeemable shares) at any price (whether at par or above or below par), and so that any shares to be so purchased may be selected in any manner whatsoever. Every contract for the purchase of, or under which the Company may become entitled or obliged to purchase, shares in the Company shall be authorised by such resolution of the Company as may be required by the Companies Acts and by a special resolution passed at a separate general meeting of the holders of each class of shares (if any) which, at the date on which the contract is authorised by the Company in general meeting, entitle them, either immediately or at any time later on, to convert all or any of the shares of that class held by them into equity share capital of the Company.

Power to reduce capital

Power to purchase own shares

GENERAL MEETINGS

44

72. The board may call general meetings whenever and at such times and places as it shall determine and, on the requisition of members pursuant to the provisions of the Companies Acts, shall forthwith proceed to convene a general meeting in accordance with the requirements of the Companies Acts. If there are not within the United Kingdom sufficient directors to call a general meeting, any director of the Company may call a general meeting.

Convening general meetings

4573. All provisions of these Articles relating to general meetings of the Company shall, *mutatis mutandis*, apply to every separate general meeting of the holders of any class of shares in the capital of the Company, except that

- (a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class or, at any adjourned meeting of such holders, one holder present in person or by proxy, whatever the amount of his holding, who shall be deemed to constitute a meeting; and
- (b) any holder of shares of the class present in person or by proxy may demand a poll, and
- (c) each holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him.

46

74. The board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Companies Acts.

Annual general meetings

NOTICE OF GENERAL MEETINGS

4775. Subject to the provisions of the Companies Acts, an annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed under the Companies Acts. Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to each of the directors and to the auditors for the time being of the Company.

Period of notice

48

76. The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.

Contents of notice

The notice shall, in the case of an annual ~~genera~~ general meeting, specify the meeting as such, and, in the case of a meeting to pass a special resolution, specify the intention to propose the resolution as a special resolution.

49

77. The provisions of this Article shall apply if any general meeting is convened at or adjourned to more than one place.

General meetings at more than one place

The notice of the meeting or adjourned meeting shall specify the place at which the chairman of the meeting shall preside (the “**Specified Place**”) and the directors shall make arrangements for simultaneous attendance and participation at other places (whether adjoining the Specified Place or in a different and separate place or places altogether or otherwise) by members, provided that persons attending at

Notice and conditions for holding

any particular place shall be able to see and hear and be seen and heard (whether by audio visual links or otherwise) by persons attending the other places at which the meeting is convened.

The directors may from time to time make such arrangements for the purpose of controlling the level of attendance at any such place (whether involving the issue of ~~ickets~~ tickets or the imposition of some means of selection or otherwise) as they shall in their absolute discretion consider appropriate, and may from time to time vary any such arrangements or make new arrangements in place of them, provided that a member who is not entitled to attend, in person or by proxy, at any particular place shall be entitled so to attend at one of the other places, and the entitlement of any members so to attend the meeting or adjourned meeting at such place shall be subject to any such arrangements as may be for the time being in force and by the notice of meeting or adjourned meeting stated to apply to the meeting.

For the purposes of all other provisions of these Articles any such meeting shall be treated as being held at the Specified Place.

If a meeting is adjourned to more than one place, notice of the adjourned meeting shall be given notwithstanding any other provision of these Articles.

~~50~~

78. The accidental omission to give notice of a meeting, or to send a form of proxy with a notice where required by these Articles, or the failure to give notice due to circumstances beyond the Company's control, to any person entitled to receive the same, or the non-receipt of a notice of meeting or form of proxy by any such person, shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

~~51~~

79. No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the choice or appointment of a chairman, which shall not be treated as part of the business meeting. Save as otherwise provided by these Articles, two persons present in person or by proxy and entitled to vote upon the business to be transacted shall be a quorum.

~~52~~

80. If such a quorum is not present within five minutes (or such longer time not exceeding thirty minutes as the chairman of the meeting may decide to wait) from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved, and in any other case shall stand adjourned to such time and place as the chairman of the meeting may determine. If at the adjourned meeting a quorum is not present within fifteen minutes after the time appointed for holding the meeting, the meeting shall be dissolved.

Chairman

~~5381.~~ The chairman, if any, of the board or, in his absence, any deputy chairman of the Company or, in his absence, some other director nominated by the board, shall preside as chairman of the meeting, but if neither the chairman, deputy chairman nor such other director (if any) is present within five minutes after the time appointed for holding the meeting or is not willing to act as chairman, the directors present shall elect one of their number to be chairman. If there is only one director present and willing to act, he shall be chairman. If no director is willing to act as chairman, or if no director is present within five minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

Directors entitled to speak

~~54~~

~~82.~~ A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.

Adjournments

~~55~~

~~83.~~ The chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. In addition, the chairman may adjourn the meeting to another time and place without such consent if it appears to him that it is likely to be impracticable to hold or continue that meeting because of the number of members wishing to attend who are not present. When a meeting is adjourned for thirty days or more or for an indefinite period, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Amendments to resolutions

~~56~~

~~84.~~ If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

Methods of voting

~~57.~~

~~85.~~ A resolution put to the vote of a general meeting shall be decided on a show of hands unless, before or on the declaration of the result of a vote on the show of

hands or on the withdrawal of any other demand for a poll, a poll is duly demanded
Subject to the provisions of the Companies Acts, a poll may be demanded by

- (a) the chairman of the meeting, or
- (b) at least two members present in person or by proxy having the right to vote at the meeting, or
- (c) any member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting, or
- (d) any member or members present in person or by proxy holding share 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 the right,

Declaration of result

and a demand by a person as a proxy for a member shall be the same as a demand by the member.

58

Withdrawal of demand for poll

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

59

Conduct of poll

87. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If the demand for a poll is withdrawn, the chairman or any other members entitled may demand a poll.

Chairman's casting vote

60

88. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

When poll to be taken

61

89. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

62

90. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such a time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

Notice of poll

Effectiveness of special resolutions

Resolutions in writing

~~63~~91. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

~~64~~

92. Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

Right to vote

~~65~~

93. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting properly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more of the members.

Votes of joint holders

VOTES OF MEMBERS

Member under incapacity

~~66~~

94. Subject to any rights or restrictions attached to any shares, on a show of hands every member present in person or by proxy shall have one vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.

~~67~~

95. 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 of the holders stand in the register.

~~68~~

96. A member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court or official, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the board of

the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

~~69~~

97. No member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

~~70~~

98. If at any time the board is satisfied that any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under section 793 of the 2006 Act (a “**Section 793 notice**”) and is in default for the prescribed period in supplying to the Company the information thereby required, or, in purported compliance with such a notice, has made a statement which is false or inadequate in a material particular, then the board may, in its absolute discretion at any time thereafter by notice (a “**direction notice**”) to such member direct that

- (a) in respect of the shares in relation to which the default occurred (the “**default shares**”) the member shall not be entitled to vote at a general meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company,
- (b) where the default shares represent at least ¼ per cent of the class of shares concerned, then the direction notice may additionally direct that
 - (i) except in a liquidation of the Company, no payment shall be made of any sums due from the Company on the default shares, whether in respect of capital or dividend or otherwise, and the Company shall not meet any liability to pay interest on any such payment when it is finally paid to the member;
 - (ii) no other distribution shall be made on the default shares,
 - (iii) no transfer of any of the shares held by such member shall be registered unless
 - (A) the member is not himself in default as regards supplying the information requested and the transfer

~~Calls in arrears~~

~~Section 793 of the
2006 Act,
restrictions if in
default~~

when presented for registration is accompanied by a certificate by the member in such form as the board may in its absolute discretion require to the effect that after due and careful enquiry the member is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer, or

(B) the transfer is an approved transfer.

~~Board may cancel restrictions~~

The Company shall send to each other person appearing to be interested in the shares the subject of any direction notice a copy of the notice, but the failure or omission by the Company to do so shall not invalidate such notice

~~Provisions supplementary to Article 70~~

Any direction notice shall cease to have effect –

- (1) in relation to any shares which are transferred by such member by means of an approved transfer, or
- (2) when the board is satisfied that such member and any other person appearing to be interested in shares held by such member, has given to the Company the information required by the relevant Section 793 notice

The board may at any time give notice cancelling a direction notice.

~~71~~

99 For the purposes of Article ~~70~~98 –

- (a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under the said Section 793 which either (i) names such person as being so interested or (ii) fails to establish the identities of all those interested in the shares and (after taking into account the said notification and any other relevant Section 793 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares,
- (b) the prescribed period is 28 days from the date of service of the said notice under the Section 793 notice unless the default shares represent at least ¼ per cent of the issued shares of that class, when the prescribed period is 14 days from that date,
- (c) a transfer of shares is an approved transfer if but only if

~~When restrictions cease to have effect~~

- (i) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a take-over offer (as defined in Section 974 of the 2006 Act); or
- (ii) the board is satisfied that the transfer is made pursuant to a sale of the whole beneficial ownership of the shares the subject of the transfer to a party unconnected with the member and with other persons appearing to be interested in such shares, or
- (iii) the transfer results from a sale made through a recognised investment exchange as defined in the Financial Services and Markets Act 2000 or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded.

Nothing contained in Article ~~70~~98 shall limited the power of the Company under Sections 794 and 795 of the 2006 Act.

Appointment of proxy

~~72~~

~~100.~~ If any votes are counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, or at any adjournment thereof, and it is in the opinion of the chairman of the meeting of sufficient magnitude to vitiate the result of the voting.

~~73~~

~~101.~~ No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid and every vote not counted which ought to have been counted shall be disregarded. Any objection made in due time shall be referred to the chairman whose decision shall be final ~~and~~ conclusive.

~~74~~

~~102.~~ On a poll votes may be given either personally or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

PROXIES AND CORPORATE REPRESENTATIVES

~~75~~103. An instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney or, if the appointor is a corporation, either under its common seal or the hand of a duly authorised officer, attorney or other person authorised to sign it. The board may allow an appointment of proxy to be sent or

Sections 794 and 795 of the 2006 Act

supplied in electronic form subject to any conditions or limitations as the board may specify, and where the Company has given an electronic address in any instrument of proxy or invitation to appoint a proxy, and document or information relating to proxies for the meeting (including any document necessary to show the validity of, or otherwise relating to, an appointment of proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.

Delivery of form of proxy

76

104. Instruments of proxy shall be in any usual form or in any other form which the board may approve (which shall include provision for two-way voting) and the board may, if it thinks fit, but subject to the provisions of the Companies Acts, at the Company's expense send out with the notice of any meeting forms of instrument of proxy for use at the meeting. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned. A member may appoint more than one proxy to attend on the same occasion and if he does he must specify the number of shares in relation to which each proxy is appointed and each proxy will only be entitled to exercise voting rights in relation to the number of shares for which he is appointed -if a member appoints more than one proxy, he must ensure that no proxy is appointed to exercise voting rights which any other proxy has been appointed by that member to exercise-. References in these Articles to an appointment of proxy includes references to an appointment of multiple proxies.

77

105. The instrument appointing a proxy and any power of attorney or other written authority under which it is executed or an office or notarially certified copy or a copy in accordance with the Powers of Attorney Act 1971 of such power or written authority shall

- (a) in the case of an instrument in hard copy form, be received at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting and, subject as provided below, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (b) in the case of an appointment of proxy in electronic form, be received at the electronic address specified in the notice convening the meeting, or in any appointment of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, subject as provided below, not less than 48 hours before the time for holding the meeting or adjourned meeting

Form of proxy

Validity of form of proxy

at which the person named in the appointment of proxy proposes to vote,

Corporate representatives

- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or
- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

Revocation of authority

and an instrument of proxy which is not received or delivered in a manner so permitted shall be invalid. No instrument of proxy shall be valid after the expiration of twelve months from the date stated in it as the date of its execution. When two or more valid instruments of proxy are delivered in respect of the same share for use at the same meeting, the one which was executed last shall be treated as replacing the others as regards that share, if the Company is unable to determine which was executed last, none of them shall be treated as valid in respect of that share. The directors may specify the notice convening a meeting that in determining the time for delivery of proxies pursuant to this Article, no account shall be taken of any part of a day that is not a working day (as defined in Section 1173(1) of the 2006 Act).

~~78~~106. The instrument of proxy shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

~~79~~

107. Subject to the provisions of the Companies Acts, any corporation or corporation sole which is a member of the Company may (in the case of a corporation, by resolution of its directors or other governing body or by authority to be given under seal or under the hand of an officer duly authorised by it) authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any separate meeting of the holders of any class of shares. A person so authorised shall be entitled to exercise the same power on behalf of the grantor of the authority as the grantor could exercise if it were an individual member of the Company and the grantor shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it.

~~80~~

108. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of proxy was made by electronic means, at the address at which such appointment was duly received at least 3 hours before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Which directors to retire

GROWTH SHARES AND DEFERRED SHARES – NO VOTING RIGHTS

109. Holders of Growth Shares and Deferred Shares are not entitled to receive notice of, attend, speak or vote at general meetings of the Company.

NUMBER OF DIRECTORS

~~81~~

110. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not less than two but shall not be subject to any maximum in number.

APPOINTMENT AND RETIREMENT OF DIRECTORS

~~82~~

111. At the annual general meeting in every year there shall retire from office by rotation –

Limits on number of directors

- (a) all directors who held office at the time of the two preceding general meetings and who did not retire by rotation at either of them, and
- (b) if the number of directors retiring under (a) above is less than one-third of the directors or, if their number is not three or a multiple of three, less than the number which is nearest to but does not exceed one-third, such additional number of directors as shall together with the directors retiring under (a) above equal one-third of the directors or, if their number is not three or a multiple of three, the number which is nearest but does not exceed one-third, but so that if there is only one director who is subject to retirement by rotation, he shall retire.

Number of directors to retire

~~83~~

Appointment by board

112. Subject to the provisions of the Companies Acts and these Articles, the directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board at the date of the notice convening the annual general meeting and no director shall be required to retire or be relieved from retiring or be required to retire by reason of any change in the number or identity of the directors after the date of the notice but before the close of the meeting.

84

113. If the Company, at the meeting at which a director retires by rotation or otherwise, does not fill the vacancy, the retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the director is put to the meeting and lost.

85

114. No person other than a director retiring by rotation shall be appointed a director at any general meeting unless –

When director deemed to be re-appointed

- (a) he is recommended by the board, or
- (b) not less than seven nor more than forty-two clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors, together with notice executed by that person of his willingness to be appointed.

Eligibility for election

86

115. Except as otherwise authorised by the Companies Acts, the appointment of any person proposed as a director shall be effected by a separate resolution.

87

116. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire. The appointment of a person to fill a vacancy or as an additional director shall take effect from the end of the meeting.

Separate resolutions on appointment

Additional powers of the company

88

117. The board may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director in either case whether or not for a fixed term, provided that the appointment does not cause the number of directors to exceed the number, if any, fixed by or in accordance with these Articles as the maximum number of directors. Irrespective of the terms of his appointment, a director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

~~89~~

118. A director who retires at an annual general meeting may, if willing to first act, be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting

~~90~~

119. No person shall be disqualified from being appointed or reappointed a director, and no director shall be required to vacate that office, by reason only of the fact that he has attained the age of seventy years or any other age nor shall it be necessary by reason of his age to give special notice under the Companies Act of any resolution.

120

91. A director shall not be required to hold any shares of the Company by way of qualification.

ALTERNATE DIRECTORS

~~92~~

121. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the board and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

~~93~~

122. An alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of the board of which his appointor is a member to attend and vote at any such meeting at which his appointor is not personally present, and generally to perform all the functions of his appointor (except as regards power to appoint an alternate) as a director in his absence. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

~~94~~123. A director or any other person may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the

Alternates representing more than one director

board or any committee of the board to one vote for every director whom he represents (and who is not present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

~~95~~124. An alternate director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a director but shall not in respect of his services as an alternate director be entitled to receive any ~~remuneration~~remuneration from the Company except such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct. An alternate director shall be entitled to be indemnified by the Company to the same extent as if he were a director.

Expenses and remuneration of alternates

~~96~~125. An alternate director shall cease to be alternate director –

Termination of appointment

- (a) if his appointer ceases to be a director, but, if a director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his re-appointment.
- (b) on the happening of any event which, if he were a director, would cause him to vacate his office as director, or
- (c) if he resigns his office by notice to the Company.

~~97~~126. Any appointment of an alternate director shall be made by notice to the Company signed by the director making or revoking the appointment and shall take effect in accordance with the terms of the notice (subject to an approval required by Article ~~92~~121) upon receipt of such notice at the office.

Method of appointment and revocation

~~98~~127. Save as otherwise expressly provided in these Articles, an alternate director shall be deemed for all purposes to be a director, and accordingly, except where the context otherwise requires, references to a director shall be deemed to include a reference to an alternate director. An alternate director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent or the director appointing him.

Alternate not an agent of appointer

POWERS OF THE BOARD

~~99~~128. Subject to the provisions of the Companies Act, the Memorandum and these Articles and to any directors given by special resolution, the business of the Company shall be managed by the board which may exercise all the powers of the Company, including the power to dispose of all or any part of the undertaking of the Company. -No alteration of the Memorandum or Articles and

Business to be managed by board

no such direction shall invalidate any prior act of the board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the board by these Articles and a meeting of the board at which a quorum is present may exercise all powers exercisable by the board.

DELEGATION OF POWERS OF THE BOARD

Committees of the board

~~100~~129. The board may delegate any of its powers to any committee consisting of one or more directors. The board may also delegate to any director holding any executive office such of its powers as the board considers desirable to be exercised by him. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate to one or more directors (whether or not acting as a committee) it to any employee or agent of the Company all or any of the powers delegated and may be made subject to such conditions as the board may specify, and may be revoked or altered. The board may co-opt on to any such committee persons other than directors, who may enjoy voting rights in the committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of members present are directors. Subject to any conditions imposed by the board, ~~heth~~ proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings or directors so far as they are capable of applying.

Local boards, etc.

~~101~~130. The board may establish local or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of the local or divisional boards, or any managers or agents, and may fix their remuneration. The board may delegate to any local or divisional board, manager or agent any of the powers, authorities and discretions voted in or exercisable by the board, with power to sub-delegate, and may authorise the members of any local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies. ~~—~~Any appointment or delegation made pursuant to this Article may be made upon such terms and subject to such conditions as the board may decide and the board may remove any person so appointed and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

Agents

~~102~~131. The board may, by power of attorney or otherwise, appoint any person or persons to be the agent or agents of the Company for such purposes, with such powers, authorities and discretions (not exceeding those vested in the board) and on such conditions as the board determines, including authority for the agent or agents to delegate all or any of his or their powers, authorities and discretions and may revoke or vary such delegation.

Offices including the title "director"

~~103~~132. The board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, now shall the holder thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the purposes in these Articles.

BORROWING POWERS

~~104~~133. The board may exercise all the powers of the Company to borrow money to guarantee, to indemnify, to mortgage or charge its undertaking, property, ~~assts~~assets (present and future) and uncalled capital., and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

Power to borrow

DISQUALIFICATION AND REMOVAL OF DIRECTORS

~~105~~134. The office of a director shall be vacated if –

Disqualification as a director

- (a) He ceases to be a director by virtue of any provisions of the Companies Act of these Articles or he becomes prohibited by law from being a director, or
- (b) He becomes bankrupt or makes any arrangement or composition with his creditors generally or shall apply to the court for an interim order under Section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act, or
- (c) He is, or may be, suffering from mental disorder or either –
 - (i) He is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Care and Treatment) (Scotland) Act 2003, or
 - (ii) An order is made by court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or

(d) He resigns his office by notice to the Company or, having been appointed for a fixed term, the term expires or his office as a director is vacated pursuant to Article ~~88~~117, or

(e) He shall for more than six consecutive months have been absent without permission of the board from meetings of the board held during that period and his alternate director (if any) shall not during such period have attended in his stead and the board resolves that his office be vacated.

(f) He is requested to resign in writing by not less than three quarters of the other directors. In calculating the number of directors who are required to make such a request to the director, (i) there shall be excluded any alternate director appointed by him acting in his capacity as such, and (ii) a director or any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that the signature of either shall be sufficient.

Power of Company
to remove director

~~106~~135. The Company may, in accordance with and subject to the provisions of the Companies Acts, by ordinary resolution of which special notice has been given, remove any director from office (notwithstanding any provision of these Articles or of any agreement between the Company and such directors, but without prejudice to any claim he may have for damages for breach of any such agreement) and, by ordinary resolution, appoint another person in place of a director so removed from office and any person so appointed shall be treated for the purpose of determining the time at which he or any other director is to retire by rotation as if he had become a director on the day on which the director whose place he is appointed was last elected a director. In default of such appointment the vacancy arising upon the removal of a director from office may be filled as a casual vacancy.

REMUNERATION OF NON-EXECUTIVE DIRECTORS

Ordinary
remuneration

~~107~~136. The ordinary remuneration of the directors who do not hold executive office for their services (excluding amounts payable under any other provision of these Articles) shall not exceed in aggregate £250,000 per annum and such higher amount as the Company may from time to time by ordinary resolution determine. Subject thereto, each such director shall be paid a fee (which shall be deemed to accrue from day to day) at such rate as may from time to time be determined by the board.

Additional
remuneration for
special services

~~108~~137. Any director who does not hold executive office and who services on any committee of the directors, by the request of the board goes or resides abroad for any purpose of the Company or otherwise performs special services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may (without prejudice to the provisions of Article ~~107~~136) be paid such

extra remuneration by way of a salary, commission or otherwise as the board may determine.

DIRECTORS' EXPENSES

138.

~~109~~ The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the board or committee of the board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.— The company may also find a director's expenditure on defending proceedings as provided in the Companies Acts.

Directors may be paid expenses

EXECUTIVE DIRECTORS

~~139.~~ Subject to the provisions of the Companies Acts, the board may appoint one or more of its body to be the holder of executive office (except that of auditor) under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms, including terms as to remuneration, as the board determines, and any remuneration which is so determined may be in addition to or in lieu of any ordinary remuneration as a director. The board may revoke or vary any such appointment but without prejudice to any rights or claims which the person ~~whose~~ appointment is revoked or varied may have against the Company by reason thereof.

Appointment to executive office

~~140.~~ Any appointment of a director to an executive office shall terminate ~~if~~ he ceases to be a director but without prejudice to any rights or claims which he may have against the Company by reason of such cesser. A director appointed to an executive office shall not ipso facto cease to be a director if his appointment to such executive office terminates.

Termination of appointment to executive office

~~141.~~ The emoluments of any director holding executive office for his services as such shall be determined by the board, and ~~may~~ be of any description, and (without limiting the generality of the foregoing) may include admission to or continuance of membership of any scheme (including any share acquisition scheme) or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependents, or the payment of a pension or other benefits to him or his dependents on or after retirement or death, apart from membership of any such scheme or fund.

Emoluments to be determined by the board

DIRECTORS' INTERESTS AND POWERS TO AUTHORISE CONFLICTS

Directors may contract with the Company

~~113142.~~ (A) Paragraph (B) of this Article ~~113142~~ shall only apply until the coming into force of section 177 of the 2006 Act, and paragraph (C) of this Article ~~113142~~ shall apply on and from the coming into force of Section 177 of the 2006 Act.

(B) Subject to the provisions of the Companies Acts, and provided that he has disclosed to the board the nature and extent of any material interest of his, a director notwithstanding his office –

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,

(b) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

(c) may be a director or other ~~office~~officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and

(d) shall not, by reason of his office, be accountable to ~~to~~the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

For the purposes of this Article ~~113142~~ (B) –

**Notification of
interests**

(1) a general notice given to the board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and

(2) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

(C) Subject to the provisions of the Companies Acts, and provided that he has disclosed to the board the nature and extent of any direct or indirect interest of his, a director notwithstanding his office –

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,

(b) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

(c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and

(d) shall ~~to~~, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

For the purposes of their Article ~~H3142~~ (C) –

(1) a general notice given to the board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and

(2) an interest of which a director is not aware and any interest arising from a transaction or arrangement of which the director is not aware shall not be treated as an interest of his not require a declaration to be made to the board by the director.

(D) This article ~~H3142~~ (D) shall only apply on and from the coming into force of Section 175 of the 2006 Act.

The board may authorise (subject to such terms and conditions, if any, as the board may think to impose from time to time, and subject always to the board's right to vary or terminate such authorisation), to the fullest extent permitted by law –

(a) any matter which would otherwise result in the ~~director~~direct infringing of his duty to avoid a situation in which he has, or can have, a ~~director~~direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties),

(b) a director to accept or continue in any office, employment or position in addition to his office as a director of the Company and without prejudice to the generality of paragraph (a) of this Article may authorise the manager in which a conflict of interest arising out of such office, employment or position may be dealt with either before or at the time that such a conflict of interest arises.

provided that for this purpose the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

If a matter, or office, employment or position, has been authorised by the board in accordance with this Article then:-

- (1) the director shall not be required to disclose any confidential information relating to such a matter, or office, employment or position, to the Company if to make such a disclosure would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position,
- (2) the director may absent himself from meetings of the board at which anything relating to that matter, or that office, employment or position, will or may be discussed, and
- (3) the director may make such arrangements as such director thinks fit for board papers to be received and read by a professional adviser on behalf of that director

A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been approved by the Directors pursuant to this Article (subject in any such case to any limits or conditions to which such approval was subject)

This article ~~113~~142 (D) is without prejudice to the operation of Articles ~~113~~142 (B) and (C).

Exercise by
Company of voting
rights

~~114~~143. The board may exercise the voting power conferred by the shares in any body corporate held or owned by the Company in such manner in all respects as it thinks fit (including the exercise thereof in favour of any resolution appointing its members or any ~~fof~~ them directors of such body corporate, or voting or providing for the payment of remuneration to the directors of such body corporate),

GRATUITIES, PENSIONS AND INSURANCE

Gratuities and
pensions

~~115~~144. The board may (by establishment of or maintenance of schemes or otherwise) provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any past or present director or employee of the Company or any of its subsidiaries or any body corporate associated with, or any business acquired by, any of them, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment)

Insurance

contribute to any fund and pay premiums for the purchase or provision of any such benefit.

Without prejudice to the provisions of Article ~~161~~193, the board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Company, or of any other company which is its holding company or in which the Company or such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund.

Directors not able to account

No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

Section 247 of the 2006 Act

~~116~~145 Pursuant to Section 247 of the 2006 Act, the board is hereby authorised to make such provision as may seem appropriate for the benefit of any persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer of the whole or part of the undertaking of the Company or any subsidiary. Any such provision shall be made by a resolution of the board in accordance with the said section.

Convening meetings

PROCEEDINGS OF DIRECTORS.

~~117~~146. Subject to the provisions of the Articles, the board may regulate its proceedings as it thinks fit. A director may, and the secretary at the request of a director shall, call a meeting of the board. Notice of a board meeting shall be deemed to be properly given to a director if it is given to him personally or by word of mouth, telephone, fax, other electronic firm or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. Any director may waive notice of a meeting and any such waiver may be retrospective.

Quorum

~~118~~147. The quorum for the transaction of the business of the board may be fixed by the board and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum. Any director who ceases to be a director at a board

Powers of directors if number falls below minimum

meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting or no director objects.

~~119~~148. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

Chairman and
deputy chairman

149.

~~120~~ The board may appoint one of their number to be the chairman, and one of their number to be the deputy chairman, of the board and may at any time remove ~~with either~~ of them from such office. Unless he is unwilling to do so, the director appointed as chairman, or in his stead the director appointed as deputy chairman, shall preside at every meeting of the board at which he is present. If there is no director holding either of those office, or if neither the chairman nor deputy chairman is willing to preside or neither of them is present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

Validity of acts of
the board

~~121~~150. All acts done by a meeting of the board, or of a committee of the board, or by a person acting as a director or alternate director, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or any member of the committee or alternate director or that any of them were disqualified from holding office, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or, as the case may be, an alternate director and had been entitled to vote.

Resolutions in
writing

~~122~~151. A resolution in writing signed by all the directors ~~entitled~~ to receive notice of a meeting of the board or of a committee of the board (not being less than the number of directors required to form a quorum of the board) shall be as valid and effectual as if it had been passed at a meeting of the board or (as the case may be) a committee of the board duly convened and held and ~~for~~ this purpose

(a) a resolution may consist of several ~~document~~ documents to the same effect each signed by one or more directors,

(b) a resolution signed by an alternate director need not also be signed by his appointer, and

(c) a resolution signed by a director who has appointed an alternate director need not also be signed by the alternate director in that capacity.

Meetings by
telephone, etc.

~~123~~152. Without prejudice to the first sentence of Article ~~117~~146, a meeting of the board or of a committee of the board may consist of a conference between

directors who are not all in one place, but of whom each is able (directly or by telephone communication or similar communications systems) to speak to each of the others, and to be heard by each of the others simultaneously. A director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting then is. The word “**meeting**” in these Articles shall be construed accordingly.

~~124~~153. Save as otherwise provided by these Articles, a director shall not vote at a meeting of the board or a committee of the board on any resolution of the board concerning a matter in which he has an interest which together with any interest of any person connected with him is to his knowledge a material interest (other than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company) unless his interest arises only because the case falls within one or more of the following paragraphs

Directors power to
vote on contracts in
which they are
interested

(a) the resolution relates to the giving of any guarantee, security, or indemnity in respect of money lent, or obligations incurred by him or by any other person at the request of or for the benefit of, the Company or any of his subsidiaries,

(b) the resolution relates to the giving of any guarantee, security, or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by giving of security,

(c) his interest arises by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any shares, debentures, or other securities by the Company or any of its subsidiaries for subscription, purchase or exchange,

(d) His interest arises in relation ~~to~~ the subscription or purchase by him of shares, debentures or other securities of the Company pursuant to an offer or invitation to members or debenture holders of the Company, or any class of them,

(e) Any proposal concerning any other company in which he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in Sections 820 to 825 of the 2006 Act) representing one per cent of more of either any class of the equity share capital, or the voting rights, in such company,

(f) The resolution relates to an arrangement for the benefit of employees of the Company or of any of its subsidiaries and does not provide in respect of the director any privilege or benefit not awarded to the employees to whom such arrangement relates, and

(g) Any proposal concerning any insurance which the Company is empowered to purchase or maintain for the benefit of any directors of the Company or the benefit of persons who include directors of the Company provided that for the purposes of this paragraph insurance shall mean only insurance against liability incurred by a director in respect of any such act or omission by him as is referred to in Article ~~145~~144 or any other insurance which the Company is empowered to purchase or maintain for or for the benefit of the any group consisting of or including directors of the Company.

For the purpose of determining whether a proposal concerns a body corporate in which a director is interested, there shall be disregarded any shares held by a director as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the director's interest is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust in which the director is only interested as a unit holder. For the purposes of this Article, a director is connected with another person if connected within the meaning of Section 252 of the 2006 Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Company). In relation to an alternate director, an interest of his appointer shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

~~Exclusion of director from quorum~~

~~125~~154. A director shall not be counted in the quorum present at the meeting in relation to a resolution on which he is not entitled to vote.

~~Amendment of restrictions on voting~~

~~126~~155. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of the board or of a committee of the board, or ratify any transaction not duly authorised by reason of a contravention of any such provision.

~~Division of proposals~~

~~127~~156. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) or two or more directors or offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately and in such cases each of the directors concerned shall, subject as otherwise provided in these Articles, be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

~~Decision of chairman final and conclusive~~

~~128~~157. If a question arises at a meeting of the board or of a committee of the board as to the entitlement of a director to vote or be counted in a quorum, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive except in a case where the nature or extent of the interests of the director concerned have not been fairly disclosed. If any such question arises

in respect of the chairman of the meeting, it shall be decided by resolution of the board (on which the chairman shall not vote) and such resolution will be final and conclusive except in a case where the nature and extent of the interests of the chairman have not been fairly disclosed.

SECRETARY

~~129~~158. Subject to the provisions of the Companies Acts, the secretary shall be appointed by the board for such term, at such remuneration and upon such conditions as it may think fit, and any secretary so appointed may be removed by the board, but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

MINUTES

~~130159.~~ The board shall cause minutes to be made in books kept for the purpose –

Minutes required to be kept

- (a) Of all appointments of officers made by the board; and
- (b) Of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, of the board, and of committees of the board, including the names of the directors present at each such meeting.

Any such minutes, if purporting to be signed by the chairman of the meeting to which they relate or of the meeting at which they are read, shall be sufficient evidence without any further proof of the facts therein stated.

THE SEAL

~~134160.~~ The seal shall only be used by the authority of the resolution of the board or of a committee of the board. The board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by at least one director and the secretary or by at least two directors.

Authority required for use of seal

Certificates for shares and debentures

~~132161.~~ The board may by resolution determine either generally or in any particular case that any certificates for shares or debentures or representing any other firm of security to which the seal is affixed may have signatures affixed to them by some mechanical or electronic means, or printed thereon or that such certificates need not bear any signature.

Official seal for use abroad

~~133162.~~ The Company may exercise the powers conferred by Section 39 of the 1985 Act with regard to having an official seal for use aboard.

Execution of instrument as a deed under hand

~~134163.~~ Where the act so permits, any instrument signed, with the authority of a resolution of the board or of a committee of the board, by one director and the secretary or by two directors and expressed to be executed by the Company as a deed shall have the same effect as if executed under the seal, provided that no instrument which makes it clear on its face that it is intended by the persons making it to have effect as a deed shall be signed without the authority of the board.

Delivery of deeds

~~135164.~~ A document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of its having been executed by the Company.

REGISTERS

Overseas and local registers ~~136~~

Certified copies

165. Subject to the provisions of the Companies Acts, the Company may keep an overseas or local or other register in any place, and the board may make, amend and revoke any such regulations as it may think fit respecting the keeping of the register.

137166. Any director or the secretary or any person appointed by the board 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 holders of any class of shares of the Company of the board or any committee of the board, 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. A document purporting to be a copy of a resolution, or the minutes of or an extract from the minutes of a meeting of the Company or the holders of any class of shares of the Company or of the board or any committee of the board that is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting

DIVIDENDS

138167. Subject to the provisions of the Companies Acts, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the board.

139168. Subject to the provisions of the Companies Acts, the board may pay interim dividends if it appears to the board that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the board may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but ~~no~~ interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The board may also pay at intervals settled by it any dividend payable at a fixed rate if it appears to the board that the profits available for distribution justify the payment. Provided the board acts in good faith it shall not incur any liability to the holders of the shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

140169. Except as otherwise provided by the rights attached to shares, all dividends shall be ~~declared~~ declared and paid according to the amounts paid up on the shares on which the dividend is paid, but no amount paid on a share in advance of the date on which a call is payable shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period

Dividends in specie

in respect of which the dividend is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

~~141~~170. A general meeting declaring a dividend may, upon the recommendation of the board, by ordinary resolution direct that it shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other body corporate. Where any difficulty arises in regard to the distribution, the board may settle the same as it thinks fit and, in particular, may fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the fitting of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

~~142~~171. The directors may, if authorised by any ordinary resolution of the Company, offer any holders of shares the right to elect to receive shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the directors) of all or any dividends specified by the ordinary resolution. The following provisions shall apply

(a) An ordinary resolution ~~may~~may specify a particular dividend, or may specify all or any dividends declared within a specified period

(b) The entitlement of each holder of shares to new shares shall be such that the relevant value of the entitlement (calculated by reference to the average quotation) shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such older elects to forego. For this purpose the “average quotation” of a share shall be the average of the middle market quotations for those shares on The London Stock Exchange, as derived from the Daily Official List, on the day on which the shares are first quoted “ex” the relevant dividend and the four subsequent dealing days, or in such other manner as may be determined by or in accordance with the ordinary resolution but shall never be less than the par value of the share.

A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount

(c) On or as soon as practicable after announcing that any dividend is to be declared or recommended, the directors, if they intend to offer an election in respect of that dividend, shall also announce that intention. If, after determining the basis of allotment, the directors decide to proceed with the offer, they shall notify the holders of shares in writing of the terms and conditions of the right of election offered to them, specifying the procedure to be followed and place at which, and the latest time by which, elections or notices amending or terminating existing elections must be lodged in order to be effective.

(d) The directors shall not proceed with any election unless the Company has sufficient unissued shares authorised for issues and sufficient reserves or funds that may be appropriated to give effect to it after the basis of allotment is determined.

(e) The directors may exclude from any offer any holders of shares where the directors believe the making of the offer to them would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them.

(f) The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable in cash on shares in respect of which an election has been made (the “**elected shares**”) and instead additional shares shall be allotted to the holders of the elected shares on the basis stated in (b) above. For such purpose the directors shall appropriate out of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution as the directors may determine a sum equal to the aggregate nominal amount of the additional shares to be allotted and apply it in paying up in full the appropriate number of unissued shares for allotment and distribution to the holders of the elected shares on the basis stated in (b) above.

(g) The additional shares when allotted shall rank pari passu in all respects with the full paid shares of the same class then in issue except that they will not be entitled to participation in the relevant dividend.

(h) No fraction of a share shall be allotted. The directors may make such provision as they think fit for any fractional entitlements including provision whereby, in whole or in part, the benefit thereof accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any holder and such accruals or retentions are applied to the allotment of fully paid shares to such holder and/or provision whereby cash payments may be made to holders in respect of their fractional entitlements.

(i) The directors may do all acts and things considered necessary or expedient to give effect to the allotment and issue of any shares pursuant to this Article and may authorise any persons, acting on behalf of the holders concerned, to enter into an agreement with the Company providing for such allotment and incidental matters and any agreement made under such authority shall be effective and binding on all concerned.

(j) The directors may, in their discretion, amend, suspend or terminate any offer which is in operation.

~~143172~~ The board may deduct from any dividend or other moneys payable to any member in respect of a share any moneys presently payable by him to the Company in respect of that share.

Permitted
deductions

~~144~~

~~173.~~ Any dividend or other moneys payable in respect of a share may be paid by cheque or warrant sent by post to the registered address of the holder or person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder or otherwise by operation of law, to the registered address of ~~hat~~ one of those persons who is first named in the register or to such person and to such address as the person or persons entitled may in writing direct. Every such cheque or warrant shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and shall be sent at the risk of the person entitled, and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share. Any such dividend or other money may also be paid by any other method (including direct debit, bank or other funds transfer system and dividend warrant) which the board considers appropriate, and to or through such person as the holder or joint holders may in writing direct. The Company shall have no responsibility for any sums lost or delayed in the course of any such transfer, or where it has acted on any such directions.

Procedure for payment

~~145~~174. No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.

Interest not payable

~~146~~175. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the board so resolves, be forfeited and cease to remain owing by the Company. The payment by the board of any unclaimed dividend or other moneys payable in respect of a share into a separate account shall not constitute the Company a trustee thereof. The Company shall be entitled to cease sending dividend warrants and cheques by post or otherwise to a member if such instruments have been returned undelivered to, or left uncashed by, that member on at least two consecutive occasions. The entitlement conferred on the Company by this Article in respect of any member shall cease if such member claims a dividend or cashes a dividend warrant or cheque.

Forfeiture of unclaimed dividends

Power to capitalise

GROWTH SHARES AND DEFERRED SHARES – NO DIVIDEND

176. No dividends or other distributions out of the profits of the Company shall be paid to any holder of the Growth Shares or to any holder of the Deferred Shares.

CAPITALISATION OF PROFITS AND RESERVES

~~147177.~~ The board may resolve to capitalise any undistributed profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or other fund, including the Company's share premium account and capital redemption reserve, if any, and apply such sum in paying up in full unissued shares of the Company of a nominal amount equal to that sum to be allotted upon

the exercise of options to subscribe for shares granted by the Company pursuant to an employees' share scheme. The board may with the authority of an ordinary resolution of the Company –

(a) subject as hereinafter provided, resolve to capitalise any undistributed profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or other fund, including the company's share premium account and capital redemption reserve, if any,

(b) appropriate the sum resolved to be capitalised to the members or any class of members on the record date specified in the relevant resolution who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares, debentures or other obligations of the Company of a nominal amount equal to that sum, and allot the shares debentures or other obligations credited as fully paid to those members, or as they may direct, in proportions, or partly in one way and partly in the other, by the share premium account, the capital redemption reserve, and any profits which are not available for distribution maybe, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid,

(c) make such provision by authorising the sale and transfer to any person of fractions to which any members would become entitled or resolve that the distribution be made as nearly as practicable in the correct proportion but not exactly so or may ignore fractions altogether or resolve that cash payments be made to any members in order to adjust the rights of all parties or otherwise as (in each case) the board determines where shares or debentures become, or would otherwise become, distributable under this Article in fractions,

(d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for either

(i) The allotment to such members respectively, credited as fully paid, of any shares, debentures or other obligations to which they are entitled upon such capitalisation, or

(ii) the payment up by the Company on behalf of such members (by the application thereto of their respective proportions of the profits 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 binding on all such members, and

(e) generally do all acts and things required to give effect to such resolution as aforesaid.

~~resolution as aforesaid~~

RECORD DATES

~~148~~178. Notwithstanding any other provision of these Articles, the Company or the board may fix any date as the record date for any dividend, distribution, allotment or issue, and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made.

ACCOUNTS

~~149~~179. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the board or by ordinary resolution of the Company or order of a court of competent jurisdiction.

~~150~~180. A copy of every balance sheet and profit and loss account (including any documents required by law to be annexed thereto) which is to be laid before the Company in general meeting and of the directors' and auditors' reports shall, at least twenty-one days previously to the meeting, be delivered or sent by post to every member and to every debenture holder of the Company of whose address the Company is aware, and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Companies Acts or of these Articles or, in the case of joint holders of any share or debenture, to one of the joint holders, provided that the requirements of this Article shall be deemed satisfied in relation to any member by sending to such member, where permitted by the Companies Acts and instead of such copies, a summary financial statement derived from the Company's annual accounts and the report of the directors and prepares in the form and containing the information prescribed by the Companies Acts and any regulations made thereunder.

NOTICES

~~151~~181. Any notice to be given to or by any person pursuant to these Articles shall be in writing other than a notice calling a meeting of the board which need not be in writing.

Any notice, document or information may (without prejudice to Article ~~156~~186) be given, sent or supplied by the Company to any member either –

- (a) personally,
- (b) by sending it by post in a prepaid envelope addressed to the member at his registered address (or postal address given pursuant to ~~Article 152~~ Article 182), or by leaving it at such address,
- (c) by sending it in electronic form to a person who has agreed (generally or specifically) that the notice, document or information may be sent or supplied in that form (and who has not revoked that agreement), or
- (d) subject to the provisions of the Companies Acts, by making it available on a website

~~152~~182. In the case of joint holders of a share, all notices or other documents or information shall be given to, served on, supplied or delivered to the joint holder whose name stands first in the register in respect of the joint holding and any notice or other document or information so given, served, supplied or delivered shall be deemed for all purposes sufficient service on, supply or delivery to all the joint holders. In relation to any notices, documents or information to be sent or supplied to joint holders of a share, anything to be agreed or specified by a holder shall, where agreed or specified by the joint holder whose name stands first in the register in respect of the joint holding, be deemed to take effect as if agreed by each of the joint holders.

~~joint holders~~ Giving notice ~~joint holders~~ A member whose registered address is not within the United Kingdom shall not be entitled to receive any notice, document or information from the Company unless he gives to the Company an address (not being an electronic address) within the United Kingdom at which notices, documents or information may be given to him

For the avoidance of doubt, the provisions of this Article ~~152~~182 are subject to Article ~~50~~78.

The Company may at any time and its sole discretion choose to give, send or supply notices, documents and information only in hard copy form to some or all members.

A member present, either in person or by proxy, or in the case of a corporate member by a duly authorised representative, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it is called.

~~153~~183. Any notice, document or information may be given, served, supplied or delivered by the Company on or to the persons entitled by transmission to a share, whether in consequence of the death or bankruptcy of a member or

otherwise by sending or delivering it, in any manner authorised by these Articles for the giving, service, supply or delivery of a notice to a member addressed to them by name, or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice or other document may be served or delivered in any manner in which it might have been served or delivered if the death or bankruptcy or other event giving rise to the transmission had not occurred.

~~Transferees etc bound by prior notice~~

~~154~~184. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register, has been duly given to a person from whom he derives his title, provided that no person who becomes entitled by transmission to a share shall be bound by any direction notice issued under Article ~~70~~98 to a person from whom he derives his title.

~~When notices are deemed served~~

~~155~~185. Proof that an envelope containing a notice, document or information was properly ~~addresses~~addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice, document or information sent by post shall be deemed to be given –

- (a) if sent by first class post from an address in the United Kingdom or another country to another address in the United Kingdom or, as the case may be, that other country, on the day following that on which the envelope containing it was posted,
- (b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, on the day following that on which the envelope containing it was posted, and
- (c) in any other case, on the second day following that on which the envelope containing it was posted.

Any notice, document or information given, sent or supplied by the Company to any member by electronic means, shall be deemed to have been received 24 hours after it was sent. Proof that a notice, document or information in electronic form was sent in accordance with the Institute of Chartered Secretaries and Administrators' Guidance (in issue at the time the relevant notice, document or information was sent) shall be conclusive evidence that the notice, document or information was given.

Any notice, document or information given, sent or supplied by the Company to any member by making it available on a website, shall be deemed to have been given on the date on which the notification of availability on the website is deemed

to have been received in accordance with this Article or, if later, the date on which it is first made available on the website.

~~156~~186. If at any time the Company is unable effectively to convene a general meeting by notices sent through the post in the United Kingdom as a result of the suspension or curtailment of postal services, notice of such general meeting may be sufficiently ~~give~~given by advertisement in the United Kingdom. Any notice given by advertisement for the purpose of the Article shall be advertised on the same date in at least two daily newspapers having a national circulation and such notice shall be deemed to have been served on all persons who are entitled to have notice of meetings served on them 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 become practicable.

DESTRUCTION OF DOCUMENTS

Power of Company
to destroy
documents

~~157~~187. The Company shall be entitled to destroy all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entry is made in the register, at any time after the expiration of six years from the date of registration thereof and all dividend mandates or variations or cancellations thereof and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment thereof and all instruments of proxy which have been used for the purpose of a poll at any time after the expiration of one year from the date of such use and all instruments of proxy which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the instrument of proxy relates and at which no poll was demanded. It shall conclusively be presumed in favour of the Company that every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer was destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that.

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

(b) 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, and

(c) references herein to the destruction of any document include references to the disposal thereof in any manner.

UNTRACED SHAREHOLDERS

~~158188.~~ The Company shall be entitled to sell, at the best price reasonably obtainable, the shares of a member or the shares to which a person is entitled by virtue of transmission on death, bankruptcy, or otherwise by operation of law if and provided that

(a) during the period of twelve years prior to the date of the publication of the advertisements referred to in paragraph (b) below (or, if published on different dates, the first thereof) at least three dividends in respect of the shares in question have been declared and all dividend warrants and cheques which have been sent in the manner authorised by these Articles in respect of the shares in question have remained uncashed, and

(b) the Company shall as soon as practicable after expiry of the said period of twelve years have inserted advertisements both in a national daily newspaper and in a newspaper circulating in the area of the last known address of such member or other person giving notice of its intention to sell the shares, and

(c) during the said period of twelve years and the period of three months following the publication of the said advertisements the Company shall have received no indication either of the whereabouts or of the existence of such member or person; and

(d) if the shares are listed or traded on The London Stock Exchange, notice shall have been given to the Quotations Department of The London Stock Exchange of the Company's intention to make such sale prior to the publication of advertisements

If during any twelve year period referred to in paragraph (a) above, further shares have been issued in right of those held at the beginning of such period or of any previously issue during such period and all the other requirements of this Article

(other than the requirement that they be in issue for twelve years) have been satisfied in regard to further shares, the Company may also sell the further shares.

To give effect to any such sale, the board may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchase and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. The transferee 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 in, or invalidity of, the proceedings in reference to the sale.

The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments as the board from time to time thinks fit.

WINDING UP

Liquidator may
distribute in specie

~~159~~189. If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Insolvency Act 1986, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole of any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

Disposal of assets by
liquidator

~~160~~190. The power of sale of a liquidator shall include a power to sell wholly or partially for shares or debentures or other obligations of another body corporate, either then already constituted or about to be constituted for the purpose of carrying out the sale.

191. On a winding up of the Company, in respect of the relevant Growth Shares (or the relevant Sub-Class), if the Hurdle:

Indemnity to
directors, officers,
etc

(a) has not been reached or exceeded, no such Growth Share shall receive any share of the Surplus Assets; and

(b) has been reached or exceeded, each such Growth Share shall receive pro-rata distribution of the Surplus Assets.

192. On a winding up of the Company, each holder of the Deferred Share shall have the right to receive, £1 in aggregate for every £100,000,000,000 paid to the holders of the ordinary shares.

INDEMNITY

~~164~~193. Subject to the provisions of the Companies Acts but without prejudice to any indemnity for which a director may otherwise be entitled, every director or other officer (but excluding any auditor) of the Company, or a director of any associated company, shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution or discharge of his duties or the exercise of his powers or otherwise in relation thereto, including (but without limitation) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

Subject to the provisions of the Companies Acts, the Company may indemnify any person who is or was a director of an associated company that is a trustee of an occupational pension scheme, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any liability incurred by him in connection with the company's activities as trustee of an occupational pension scheme.