

No. 4551498

The Companies Act 2006  
Company Limited by Shares

MITCHELLS & BUTLERS PLC

NEW ARTICLES OF ASSOCIATION

# The Companies Act 2006

## PUBLIC COMPANY LIMITED BY SHARES

### Articles of Association

Adopted by Special Resolution passed on 31 January 2013

of

### MITCHELLS & BUTLERS PLC\*

#### Preliminary

**1** None of the regulations in Table A in The Companies (Tables A to F) Regulations 1985 (or any amendments thereto), or the model articles for public companies set out in Schedule 3 to the Companies (Model Articles) Regulations 2008 shall apply to the Company.

**2** In these Articles (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively:

**"accounting reference date"** has the meaning given in the Act.

**"the Act"** means The Companies Act 2006 as in force from time to time.

**"these Articles"** means these Articles of Association as from time to time altered.

**"the Auditors"** means the auditors for the time being of the Company.

**"the Board"** means the board of Directors of the Company from time to time.

**"Disclosure and Transparency Rules"** means the disclosure and transparency rules for the time being in force, as published by the Financial Services Authority in its Handbook of Rules and Guidance.

**"electronic form"** has the same meaning as in the Act.

**"electronic means"** has the same meaning as in the Act.

**"electronic signature"** has the meaning given in section 7 of the Electronic Communications Act 2000.

**"hard copy form"** has the same meaning as in the Act.

**"Listing Rules"** means the listing rules of the UK Listing Authority issued by the Financial Services Authority pursuant to the Financial Services and Markets Act 2000.

---

\* The name of the Company was changed from Hackplimco (No. 111) public limited company to Mitchells & Butlers PLC on 4 February 2003, pursuant to a Special Resolution passed on that date.

“**London Stock Exchange**” means London Stock Exchange plc.

“**Month**” means calendar month.

“**Office**” means the registered office of the Company for the time being.

“**Operator**” means CRESTCo Limited or such other person as may for the time being be approved by H.M. Treasury as Operator under the Regulations.

“**Operator-instruction**” means a properly authenticated dematerialised instruction attributable to the Operator.

“**paid**” means paid or credited as paid.

“**participating security**” means a security title to units of which is permitted by the Operator to be transferred by means of a relevant system.

“**Register**” means the register of members of the Company.

“**the Regulations**” means the Uncertificated Securities Regulations 2001.

“**relevant system**” means a computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument pursuant to the Regulations or any relevant regulations made pursuant to the Act.

“**Seal**” means the Common Seal of the Company.

“**Securities Seal**” means the official seal kept by the Company by virtue of section 50 of the Act.

“**Statutes**” means the Act, the Regulations and every other statute for the time being in force concerning companies and affecting the Company.

“**Transfer Office**” means the place where the Register is situated for the time being.

“**the United Kingdom**” means Great Britain and Northern Ireland.

“**UK Listing Authority**” means the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000.

“**in writing**” means written or produced by any substitute for writing or partly one and partly another.

“**Year**” means calendar year.

The expression “**address**” shall include, in relation to a communication in electronic form, any number or address (including an email address, and, in the use of any Uncertificated Proxy Instruction permitted under article 88, an identification number of a participant in the relevant system) used for the purpose of such communication.

“**Consent**” in relation to the holders of any particular class of shares shall mean the consent or sanction of such holders given in accordance with the provisions of article 8 of these presents relating to Variation of Rights.

The expressions “**debenture**” and “**debenture holder**” shall respectively include “**debenture stock**” and “**debenture stockholder**”.

The expression “**Director**” shall include all the directors of the Company.

The expression “**Group**” in relation to moneys borrowed means the Company and its subsidiary undertakings for the time being.

“**Moneys borrowed**” shall be deemed to include (to the extent that the same would not otherwise fall to be taken into account):

- (i) the principal amount of any debentures, as defined in section 738 of the Act and any fixed premium payable on final repayment thereof save to the extent that such amounts otherwise fall to be included as moneys borrowed;
- (ii) the principal amount raised by the acceptance of bills by the Company or any subsidiary (not being acceptance of trade bills for the purchase of goods in the ordinary course of business) or by any bank or accepting house under any acceptance credit opened on behalf of the Company or any subsidiary;
- (iii) the nominal amount of any share capital and the principal amount of any other debentures or other borrowed moneys (together with any fixed premium payable on final redemption or repayment) the redemption or repayment of which is guaranteed (or is the subject of an indemnity granted) by the Company or a subsidiary, save to the extent that the amount guaranteed otherwise falls to be included as moneys borrowed;
- (iv) the nominal amount of any paid-up share capital, except ordinary share capital, of a subsidiary which is not for the time being beneficially owned by the Company or a subsidiary;
- (v) the aggregate amount owing by any member of the Group under finance leases (as determined in accordance with any then current Financial Reporting Standard or otherwise in accordance with United Kingdom generally accepted accounting principles but excluding leaseholds of immovable property);
- (vi) the principal amount of any book debts of any member of the Group which have been sold or agreed to be sold, to the extent that any member of the Group is for the time being liable to indemnify or reimburse the purchaser in respect of any non-payment in respect of such book debts; and
- (vii) any part of the purchase price of any movable or immovable assets acquired by any member of the Group, the payment of which is deferred beyond the date of completion of the conveyance, assignment or transfer of the legal estate to such assets or, if no such conveyance, assignment or transfer is to take place within six months after the date on which the contract for such purchase is entered into or (if later) becomes unconditional, beyond that date;

but shall be deemed not to include:

- (viii) a proportion of the moneys borrowed by any partly-owned subsidiary otherwise than from the Company or a subsidiary equal to the proportion of its ordinary share capital not directly or indirectly attributable to the Company;
- (ix) amounts borrowed and falling to be taken into account as moneys borrowed pending their application for the purpose of repaying the whole or any part of the other moneys borrowed provided that they are so applied within six months of being so borrowed;

- (x) amounts borrowed by the Company or any subsidiary to finance any contract for the sale of goods in respect of which any part of the price receivable is guaranteed by the Export Credit Guarantee Department of the Department for Business, Enterprise and Regulatory Reform or any institution carrying on similar business to the extent of that part of the contract price guaranteed notwithstanding that such amount is secured by a pledge or charge on the interest in such contract or the underlying goods or bills of exchange or the negotiable instruments drawn or made in connection therewith or the interest in any letters of credit issued or guarantee or indemnity or security held in relation thereto;
  - (xi) all sums (whether or not carrying interest) deposited with the Company or with any subsidiary by tenants or managers of premises owned by any such company by way of earnest or security for the performance by such tenants or managers of their obligations or by loan clubs or by similar associations;
- and so that:
- (xii) no amount shall be taken into account more than once in the same calculation but subject thereto (i) to (xi) above shall be read cumulatively;
  - (xiii) moneys borrowed shall be offset by cash and cash equivalence as determined in accordance with any then current Financial Reporting Standards or otherwise in accordance with United Kingdom generally accepted accounting principles; and
  - (xiv) in determining the amount of any debentures or other moneys borrowed or of any share capital for the purpose of this paragraph there shall be taken into account the nominal or principal amount thereof (or, in the case of partly-paid debentures or shares, the amount for the time being paid up thereon) together with any fixed or minimum premium payable on final redemption or repayment Provided that if moneys are borrowed or shares are issued on terms that they may be repayable or redeemable (or that any member of the Group may be required to purchase them) earlier than their final maturity date (whether by exercise of an option on the part of the issuer or the creditor (or a trustee for the creditor) or the shareholder, by reason of a default or for any other reason) at a premium or discount to their nominal or principal amount, then there shall be taken into account the amount (or the greater or greatest of two or more alternative amounts) which would, if those circumstances occurred, be payable on such repayment, redemption or purchase at the date as at which the calculation is being made.

The expression “**officer**” shall include a Director, manager and the Secretary, but shall not include an auditor.

The expressions “**recognised clearing house**” and “**recognised investment exchange**” shall mean any clearing house or investment exchange (as the case may be) granted recognition under the Financial Services and Markets Act 2000.

The expression “**Secretary**” shall include any person appointed by the Directors to perform any of the duties of the Secretary including, but not limited to, a joint, assistant or deputy Secretary.

“**Share capital and consolidated reserves**” shall mean at any time a sum equal to the aggregate of reserves, as shown by the relevant balance sheet, of the amount paid up on the issued or allotted share capital of the Company and the amount standing to the credit of the reserves (including the profit and loss account and any share premium account or

capital redemption reserve) of the Company and its subsidiary undertakings included in the consolidation in the relevant balance sheet but after:

- (i) adding back any debit balance on profit and loss account or on any other reserve;
- (ii) excluding any amount taken directly to reserves for taxation;
- (iii) making such adjustments as may be appropriate in respect of any variation in the amount of such paid up share capital and/or any such reserves (other than profit and loss account) subsequent to the date of the relevant balance sheet and so that for this purpose if any issue or proposed issue of shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any premium) of the subscription moneys payable in respect thereof (not being moneys payable later than six months after the date of allotment) shall to the extent so underwritten be deemed to have been paid up on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, on the date when it became unconditional);
- (iv) making such adjustments as may be appropriate in respect of any distribution declared, recommended or made by the Company or its subsidiary undertakings (to the extent not attributable directly or indirectly to the Company) out of profits earned up to and including the date of the relevant balance sheet to the extent that such distribution is not provided for in such balance sheet;
- (v) making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its subsidiary undertakings (including a variation whereby an undertaking becomes or ceases to be a subsidiary undertaking) since the date of the relevant balance sheet;
- (vi) if the calculation is required for the purposes of or in connection with a transaction under or in connection with which any undertaking is to become or cease to be a subsidiary undertaking of the Company, making all such adjustments as would be appropriate if such transaction had been carried into effect;
- (vii) excluding minority interests in subsidiary undertakings to the extent not already excluded;
- (viii) excluding the effect on the reserves of the Company of any retirement benefits scheme surplus or deficit (net of related deferred tax) which would otherwise be reflected in accordance with any applicable accounting standard.

For the purpose of this definition, the “**relevant balance sheet**” means the latest audited consolidated balance sheet dealing with the state of affairs of the Company and (with or without exceptions) its subsidiary undertakings.

The expression “**shareholders’ meeting**” shall include both a General Meeting and a meeting of the holders of any class of shares of the Company.

For the purposes of this definition:

- (i) capital allotted shall be treated as issued and any capital already called up or payable at any fixed future date shall be treated as already paid up, and
- (ii) any company which it is proposed shall become a subsidiary shall be treated as if it had already become a subsidiary.

All such provisions of these Articles as are applicable to paid-up shares shall apply to stock, and the words “**share**” and “**shareholder**” shall be construed accordingly.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations.

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

Subject as aforesaid any words or expressions defined in the Act or the Regulations shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

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

References herein to a share (or to a holding of shares) being in uncertificated form or in certificated form are references, respectively, to that share being an uncertificated unit of a security or a certificated unit of a security for the purposes of the Regulations.

### **3 Objects**

Nothing in these Articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the Act, the Company's objects are unrestricted.

### **4 Limited liability**

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

## **Shares**

### **5 Income**

Subject to the rights attached to any other share or class of share, the holders of Ordinary Shares shall be entitled to be paid any profits of the Company available for distribution and determined to be paid by the Directors rateably according to the amounts paid up on such shares.

### **6 Capital**

On a return of capital on winding up or otherwise (except on redemption in accordance with the terms of issue of any share, or purchase by the Company of any share or on a capitalisation issue and subject to the rights of any other class of shares that may be issued) after paying such sums as may be due in priority to holders of any other class of shares in the capital of the Company, any further such amount shall be paid to the holders of the Ordinary Shares rateably according to the amounts paid up or credited as paid up in respect of each Ordinary Share.

## **7 Voting at General Meetings**

The holders of Ordinary Shares shall be entitled, in respect of their holdings of such shares, to receive notice of general meetings and to attend, speak and vote at such meetings in accordance with these Articles.

## **Variation of Rights**

### **8 Manner of variation of rights**

Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated 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) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate General Meeting all the provisions of these Articles relating to General Meetings of the Company and to the proceedings thereat shall *mutatis mutandis* apply, except that 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 (but so that at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share held by him but not otherwise. The foregoing provisions of this article 8 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

### **9 Matters not constituting variation of rights**

The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto or by the purchase or redemption by the Company of any of its own shares.

## **Alteration of Share Capital**

### **10 Increase of Share Capital**

The Company may from time to time exercise the powers conferred by the Statutes to increase its share capital by allotting new shares. All new shares shall be subject to the provisions of the Statutes and of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

### **11 Consolidation, cancellation, subdivision and redenomination**

The Company may exercise the powers conferred by the Statutes to:



- 11.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- 11.2 redenominate all or any of its shares and reduce its share capital in connection with such a redenomination; and
- 11.3 sub-divide its shares, or any of them, into shares of a smaller amount (subject to the provisions of the Statutes), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such subdivision, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to new shares.

## **12 Proceeds of consolidation and subdivision**

Whenever as a result of a consolidation or subdivision of shares any members would become entitled to fractions of a share, the Directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those members, and the Directors may authorise some person to transfer 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 money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale. So far as the Statutes allow, the Directors may treat shares of a member in certificated form and in uncertificated form as separate holdings in giving effect to subdivisions and/or consolidations and may cause any shares arising on consolidation or subdivision and representing fractional entitlements to be entered in the Register as shares in certificated form where this is desirable to facilitate the sale thereof.

## **13 Purchase of own shares**

Subject to the provisions of the Statutes, the Company may purchase, or may enter into a contract under which it will or may purchase, any of its own shares (including any redeemable shares). Every contract for the purchase by the Company of, or under which it may become entitled or obliged to purchase, its own shares shall, in addition to such authorisation as may be required by the Statutes, be sanctioned by a Special Resolution passed at a separate General Meeting of the holders of each class of shares in issue convertible into equity share capital of the Company.

## **14 Reduction of capital**

The Company may reduce its share capital or any capital redemption reserve, share premium account or other undistributable reserve in any manner and with and subject to any incident authorised and consent required by law.

## Shares

### 15 Rights attaching to shares on issue

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

### 16 Redeemable shares

Subject to the provisions of the Statutes, 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 liable to be redeemed at the option of the Company or the holder. The Board may determine the terms, conditions and manner of redemption of shares provided that it does so before such shares are allotted.

### 17 Directors' power to allot

Subject to the provisions of the Statutes relating to authority, pre-emption rights and otherwise, any resolution of the Company in General Meeting passed pursuant thereto and, in the case of redeemable shares, the provisions of article 16, the Directors may offer, reclassify, allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of any shares to such persons, at such times and on such terms as they think proper.

### 18 Authority to allot shares and grant rights

The Company may from time to time pass an Ordinary Resolution referring to this article and authorising, in accordance with section 551 of the Act, the Directors to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company and:

- 18.1 on the passing of the resolution the Directors shall be generally and unconditionally authorised to allot such shares or grant such rights up to the maximum nominal amount specified in the resolution; and
- 18.2 unless previously revoked the authority shall expire on the day specified in the resolution (not being more than five years from the date on which the resolution is passed),

but any authority given under this article shall allow the Company, before the authority expires, to make an offer or agreement which would or might require shares to be allotted or rights to be granted after it expires.

### 19 Dis-application of pre-emption rights

- 19.1 Subject (other than in relation to the sale of treasury shares) to the Directors being generally authorised to allot shares and grant rights to subscribe for or to convert any

security into shares in the Company in accordance with section 551 of the Act, the Company may from time to time resolve, by a Special Resolution referring to this article, that the Directors be given power to allot equity securities for cash and, on the passing of the resolution, the Directors shall have power to allot (pursuant to that authority) equity securities for cash as if section 561 of the Act did not apply to the allotment but that power shall be limited to:

**19.1.1** the allotment of equity securities in connection with a rights issue; and

**19.1.2** the allotment (other than in connection with a rights issue) of equity securities having a nominal amount not exceeding in aggregate the sum specified in the Special Resolution,

and unless previously revoked, that power shall (if so provided in the Special Resolution) expire on the date specified in the Special Resolution of the Company. The Company may before the power expires make an offer or agreement which would or might require equity securities to be allotted after it expires.

**19.2** For the purposes of this article 19:

**19.2.1** **equity securities** and **ordinary shares** have the meanings given in section 560 of the Act;

**19.2.2** **rights issue** means an offer or issue of equity securities open for acceptance for a period fixed by the Directors to or in favour of holders of shares in proportion (as nearly as may be practicable) to their existing holdings and holders of other equity securities if this is required by the rights of those securities or, if the directors consider it necessary, as permitted by the rights of those securities; but the Directors may make such exclusions or other arrangements as the Directors consider expedient in relation to treasury shares, fractional entitlements, record dates, shares represented by depository receipts, legal or practical problems under the laws in any territory or the requirements of any relevant regulatory body or stock exchange or any other matter; and

**19.2.3** a reference to the **allotment of equity securities** includes (pursuant to section 560(2) of the Act) the grant of a right to subscribe for, or to convert any securities into, shares in the Company, and the sale of any shares in the Company or (as the case may be) shares of a particular class, that immediately before the sale, were held by the Company as treasury shares.

## **20 Commission on issue of shares**

The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. The Company may also on any issue of shares pay such brokerage as may be lawful.

## **21 Renunciation of allotment**

The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder:

**21.1** recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation; and/or

**21.2** allow the rights represented thereby to be one or more participating securities, in each case upon and subject to such terms and conditions as the Directors may think fit to impose.

## **22 Trust etc. interests not recognised**

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

## **23 Right to refuse registration**

The Directors may in their absolute discretion and without assigning any reason therefor refuse to register any transfer of shares (not being fully-paid shares) provided that, where any such shares are admitted to the Official List maintained by the UK Listing Authority, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis. The Directors may also refuse to register an allotment or transfer of shares (whether fully-paid or not) in favour of more than four persons jointly. If the Directors refuse to register an allotment or transfer they shall within two months after the date on which the letter of allotment or transfer was lodged with the Company send to the allottee or transferee notice of the refusal together with their reasons for the refusal.

## **Evidence of Title to Securities**

### **24**

Nothing in these Articles shall require title to any securities of the Company to be evidenced or transferred by a written instrument, the regulations from time to time made under the Statutes so permitting. The Directors shall have power to implement any arrangements which they may think fit for such evidencing and transfer which accord with those regulations.

## **Share Certificates**

### **25 Issue of share certificate**

Every share certificate shall be executed by the Company in such manner as the Directors may decide (which may include use of the Seal or the Securities Seal (or, in the case of shares on a branch register, an official seal for use in the relevant territory) and/or manual or facsimile signatures by one or more Directors) and shall specify the number and class of shares to which it relates and the amount paid up thereon. No certificate shall be issued

representing shares of more than one class. No certificate shall normally be issued in respect of shares held by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange.

## **26 Joint Holder**

In the case of a share held jointly by several persons in certificated form the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.

## **27 Timing of issue of share certificate**

Any person (subject as aforesaid) whose name is entered in the Register in respect of any shares in certificated form of any one class upon the issue or transfer thereof shall be entitled without payment to a certificate therefor (in the case of issue) within one month (or such longer period as the terms of issue shall provide) after allotment or (in the case of a transfer of fully-paid shares) within 14 days after lodgment of a transfer or (in the case of a transfer of partly-paid shares) within two months after lodgment of a transfer.

## **28 Balance certificate**

Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and, to the extent that the balance is to be held in certificated form, a new certificate for the balance of such shares issued in lieu without charge.

## **29 Replacement of share certificates**

- 29.1** Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.
- 29.2** If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request.
- 29.3** If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued to the holder upon request subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of any exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.
- 29.4** In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

## **Calls on Shares**

### **30 Power to make calls**

The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) but subject always to the terms of allotment of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments. A call may be revoked in whole or in part and the fixed time for payment of a call may be postponed in whole or in part as the Directors may determine.

### **31 Liability for calls**

Each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified, the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be revoked or postponed as the Directors may determine. A person on whom a call is made shall remain liable for it notwithstanding the subsequent transfer of the share in respect of which the call is made.

### **32 Interest on overdue amounts**

If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 3 per cent per annum above the base rate for the time being of Barclays Bank PLC on the date on which payments are made to the Company) as the Directors determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.

### **33 Other sums due on shares**

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

### **34 Power to differentiate between holders**

The Directors may on the allotment of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.

### **35 Payment of calls in advance**

The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the 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 upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding 3 per cent per annum above the base rate for the time being of Barclays Bank PLC on the date on which payments are made to the Company) as the member paying such sum and the Directors may agree.

## **Forfeiture and Lien**

### **36 Notice on failure to pay a call**

- 36.1** If a member fails to pay in full any call or instalment of a call on or before the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment.
- 36.2** The notice shall name a further day (not being less than 14 days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call has been made will be liable to be forfeited.

### **37 Forfeiture for non-compliance**

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

### **38 Disposal of forfeited share**

A share so forfeited or surrendered shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposal the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

### **39 Holder to remain liable despite forfeiture**

A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares (and shall, in the case of shares held in certificated form, surrender to the Company for cancellation the certificate for such shares) but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at 3 per cent per annum above the base rate for the time being of Barclays Bank PLC on the date on which payments are made to the Company (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal or waive payment in whole or in part.

### **40 Lien on partly-paid shares**

The Company shall have a first and paramount lien on every share (not being a fully-paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share and the Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this article 40.

### **41 Sale of shares subject to lien**

The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 days after a notice stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy or otherwise by operation of law. The purchaser of any such shares shall not be bound to see to the application of the purchase money and his title to the share shall not be affected by any irregularity in or invalidity of the proceedings in relation to the sale.

### **42 Proceeds of sale subject to lien**

The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the amount in respect whereof the lien exists so far as the same is then payable and any residue shall, upon surrender (in the case of shares held in certificated form) to the Company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares prior to the sale, be paid to the person entitled to the shares at the time of the sale. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser.

### **43 Evidence of forfeiture**

A statutory declaration that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company



on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration shall (subject to the making of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall not be bound to see to the application of the consideration (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

## **Transfer of Shares**

### **44 Form of transfer**

**44.1** Subject to the provisions of article 24, all transfers of shares which are in certificated form may be effected by transfer in any usual or common form or in any other form acceptable to the Directors and may be under hand only. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully-paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

**44.2** All transfers of shares which are in uncertificated form may, unless the Regulations otherwise provide, be effected by means of a relevant system.

### **45 Right to refuse registration**

The Directors may decline to recognise any instrument of transfer relating to shares in certificated form unless the instrument of transfer is in respect of only one class of share, and is not in favour of more than four transferees, and is lodged at the Transfer Office accompanied by the relevant share certificate(s) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do), provided that, where any such shares are admitted to the official list maintained by the UK Listing Authority, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis. In the case of a transfer of shares in certificated form by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange the lodgment of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the shares in question. If the Directors refuse to register a transfer of a share in certificated form, they shall send the transferee notice of its refusal within two months after the date on which the instrument of transfer was lodged with the Company.

### **46 Instruments of transfer**

All instruments of transfer which are registered may be retained by the Company.

#### **47 No fee on registration**

No fee will be charged by the Company in respect of the registration of any transfer or any document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

#### **48 Destruction of documents**

Subject to compliance with the rules (as defined in the Regulations) applicable to shares of the Company in uncertificated form, the Company shall be entitled to destroy or delete all instruments of transfer or other documents (whether in hard copy or electronic form) which have been registered or on the basis of which registration was made at any time after the expiration of six years from the date of registration thereof and all dividend mandates 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 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 or deleted was duly and properly made and every instrument of transfer so destroyed or deleted was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed or deleted was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided always that:

- 48.1** the provisions aforesaid shall apply only to the destruction or deletion of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- 48.2** nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction or deletion 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 48; and
- 48.3** references herein to the destruction or deletion of any document include references to the disposal thereof in any manner.

#### **49 Uncertificated shares – general powers**

- 49.1** The Directors may permit any class of shares to be held in uncertificated form and to be transferred by means of a relevant system and may revoke any such permission.
- 49.2** In relation to any share which is for the time being held in uncertificated form:
  - 49.2.1** the Company may utilise the relevant system in which it is held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Statutes or these Articles or otherwise in effecting any actions and the Directors may from time to time determine the manner in which such powers, functions and actions shall be so exercised or effected;
  - 49.2.2** any provision in these Articles which is inconsistent with:

- (i) the holding or transfer of that share in the manner prescribed or permitted by the Statutes;
- (ii) any other provision of the Statutes relating to shares held in uncertificated form; or
- (iii) the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system,

shall not apply;

- 49.2.3** the Company may, by notice to the holder of that share, require the holder to change the form of such share to certificated form within such period as may be specified in the notice;
  - 49.2.4** the Company may require that share to be converted into certificated form in accordance with the Statutes;
  - 49.2.5** the Company may require the holder of the uncertificated share by notice to give any instructions necessary to transfer title to that share by means of the relevant system within the period specified in the notice;
  - 49.2.6** the Company may require the holder of that uncertificated share by notice to appoint any person to take any step, including without limitation the giving of any instructions by means of the relevant system, necessary to transfer that share within the period specified in the notice; and
  - 49.2.7** the Company shall not issue a certificate.
- 49.3** The Company may, by notice to the holder of any share in certificated form, direct that the form of such share may not be changed to uncertificated form for a period specified in such notice.
- 49.4** For the purpose of effecting any action by the Company, the Directors may determine that shares held by a person in uncertificated form shall be treated as a separate holding from shares held by that person in certificated form but shares of a class held by a person in uncertificated form shall not be treated as a separate class from shares of that class held by that person in certificated form.

## **Transmission of Shares**

### **50 Persons entitled on death**

In case of the death of a shareholder, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this article 50 shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

## **51 Election by persons entitled by transmission**

Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share either be registered himself as holder of the share upon giving to the Company notice of such desire or transfer such share to some other person. If he elects to have another person registered and the share is a certificated share, he shall execute an instrument of transfer of the share to that person. If he elects to have himself or another person registered and the share is an uncertificated share, he shall take any action the Directors may require (including without limitation the execution of any document and the giving of any instruction by means of a relevant system) to enable himself or that person to be registered as the holder of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the notice or transfer were a transfer made by the member registered as the holder of any such share.

## **52 Rights of persons entitled by transmission**

Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share.

## **Untraced Shareholders**

### **53 Untraced shareholders**

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

- 53.1** during the period of six years prior to the date of the publication of the advertisements referred to in article 53.2 below (or, if published on different dates, the first thereof) no communication has been received by the Company from the member or the person entitled by transmission and no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member or to the person entitled by transmission to the shares at his address on the Register or the last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and at least three dividends in respect of the shares in question have become payable and no dividend in respect of those shares has been claimed; and
- 53.2** the Company shall on expiry of the said period of six years have inserted advertisements in both a leading national daily newspaper and in a newspaper

circulating in the area in which the address referred to in article 53.1 above is located giving notice of its intention to sell the said shares; and

- 53.3** during the said period of six years and the period of three months following the publication of the said advertisements the Company shall have received no communication from such member or person.

#### **54 Executor and proceeds**

To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale 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 which shall be a permanent debt of the Company. 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 (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

#### **55 Uncertificated shares**

In the case of shares in uncertificated form, the foregoing provisions of these Articles are subject to any restrictions applicable under the Regulations.

### **General Meetings**

#### **56 Annual General Meetings**

An Annual General Meeting shall be held not more than six months beginning with the day following its accounting reference date once in every year, at such time and place as may be determined by the Directors.

#### **57 Convening of General Meetings**

The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed with proper expedition to convene General Meeting (other than an Annual General Meeting).

## Notice of General Meetings

### 58 Notice of General Meetings

An Annual General Meeting shall be called by 21 clear days' notice (including, subject to the provision of the Statutes and the Listing Rules, in electronic form or by electronic means), as further described in article 165 at the least and any other General Meeting by 14 clear days' notice (including, subject to the provision of the Statutes and the Listing Rules, notice in electronic form or by electronic means) or by not less than such minimum notice period as is permitted by the Statutes, as further described in article 165 at the least. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given in the manner hereinafter mentioned to all members other than such as are not under the provisions of these Articles entitled to receive such notices from the Company and also to the auditors (or, if more than one, each of them) and to each Director provided that the Company may determine that only those persons entered on the Register at the close of business on a day determined by the Company, such day being no more than 21 days before the day that notice of the meeting is sent, shall be entitled to receive such a notice and provided also that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:

- 58.1 in the case of an Annual General Meeting by all the members entitled to attend and vote thereat; and
- 58.2 in the case of any other General Meeting by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

### 59 Contents of notice of General Meetings

- 59.1 Every notice (including any notice given by means of a website) calling a General Meeting shall comply with all applicable requirements in the Statutes; if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect.
- 59.2 In the case of an Annual General Meeting, the notice shall also specify the meeting as such.
- 59.3 For the purposes of:
  - 59.3.1 determining which persons are entitled to attend or vote at a General Meeting and how many votes such person may cast, the Company or the Board may specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting (which shall, if the Board so specifies, be calculated taking no account of any part of a day that is not a working day), by which a person must be entered on the Register in order to have the right to attend or vote at the meeting; and
  - 59.3.2 sending notices of General Meetings, the Company or the Board may determine that persons entitled to receive such notices are those persons entered on the register at the close of business on a day to be determined by

the Company or the Board, which day may not be more than 21 days before the day that notices of the meeting are sent.

### **General Meetings at more than one place**

- 60** The Board may make arrangements for simultaneous attendance and participation at other places by members and proxies entitled to attend the General Meeting if:
- 60.1** the notice convening the meeting specifies that it shall be held at more than one place; or
  - 60.2** the Board resolves, after the notice convening the meeting has been given, that the meeting shall be held at more than one place; or
  - 60.3** it appears to the chairman of the meeting that the place of the meeting specified in the notice convening the meeting is inadequate to accommodate all persons entitled and wishing to attend.
- 61** A General Meeting held at more than one place is duly constituted and its proceedings are valid if (in addition to the other provisions of these Articles relating to general meetings being satisfied) the chairman of the meeting is satisfied that facilities (whether electronic or otherwise) are available to enable each person present at each place to participate in the business of the meeting.
- 62** Each person present at each place who would be entitled to count towards the quorum in accordance with the provisions of article 60 shall be counted in the quorum for, and shall be entitled to vote at, the meeting. The meeting is deemed to take place at the place at which the chairman of the meeting is present (the "Principal Place").
- 63** Such arrangements for simultaneous attendance at the meeting may include arrangements regarding the level of attendance as described in article 64 at places other than the Principal Place provided that they shall operate so that any members and proxies excluded from attendance at the Principal Place are able to attend at one or more of the other places.
- 64** The Board may, for the purpose of facilitating the organisation and administration of any General Meeting to which such arrangements apply, from time to time make arrangements, whether involving the issue of tickets (on a basis intended to afford all members and proxies entitled to attend the meeting an equal opportunity of being admitted to the Principal Place) or the imposition of some random means of selection or otherwise as it shall in its absolute discretion consider to be appropriate, and may from time to time vary any such arrangements or make new arrangements in their place and the entitlement of any member or proxy to attend a General Meeting at the Principal Place shall be subject to the arrangements as may be for the time being in force whether stated in the notice of meeting to apply to that meeting or notified to the members concerned subsequent to the provision of the notice of the meeting.

## Proceedings at General Meetings

### 65 Chairman

The Chairman of the Directors, failing whom a Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be chairman of the meeting.

### 66 Quorum

No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Three members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

### 67 Lack of quorum

If within five minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such other day and such time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the chairman of the meeting may determine and in the latter case not less than ten clear days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. At the adjourned meeting two members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

### 68 Adjournment

The chairman of any General Meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or *sine die*) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned *sine die*, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or *sine die*, not less than seven clear days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.

### 69 Notice of adjourned meeting

Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.



## **70 Amendments to resolutions**

If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon. No amendment to a resolution duly proposed as an Ordinary Resolution may be considered or voted on (other than a mere clerical amendment to correct a patent error) unless either:

- 70.1** at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the Ordinary Resolution is to be considered (which, if the Board so specifies, shall be calculated taking no account of any part of a day that is not a working day), notice of the terms of the amendment and the intention to move it has been delivered in hard copy form to the office or to such other place as may be specified by or on behalf of the Company for that purpose, or received in electronic form at such address (if any) for the time being specified by or on behalf of the Company for that purpose; or
- 70.2** the chairman in his absolute discretion decides that the amendment may be considered and voted on.

## **71 Polls**

At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- 71.1** the chairman of the meeting; or
- 71.2** not less than five members present in person or by proxy and entitled to vote; or
- 71.3** a member or members present in person or by proxy and representing not less than 10 per cent of the total voting rights of all the members having the right to vote at the meeting (excluding any voting rights attached to any shares in the Company held as treasury shares); or
- 71.4** a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the shares conferring that right (excluding any voting rights attached to any shares in the Company held as treasury shares).

## **72 Demand for poll**

A demand for a poll may be withdrawn only with the approval of the chairman of the meeting. Unless a poll is demanded, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is demanded, it shall be taken in such manner (including the use of ballot or voting papers or

tickets) as the chairman of the meeting may direct. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may fix a place and time for the purpose of 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.

### **73 Voting on a poll**

On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. Unless his appointment otherwise provides, the proxy may vote or abstain at his discretion on any matter coming before the meeting on which proxies are entitled to vote. Subject to article 80.3 and to any rights or restrictions attached to any shares, on a vote on a resolution on a poll every member present in person or by proxy shall have one vote for every share held by him.

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

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a casting vote in addition to any other vote he may have.

### **75 Timing of poll**

A poll demanded on the choice of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

### **76 Directors entitled to speak**

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 capital of the Company.

### **77 Meaning of 'participate'**

The right of a member to participate in the business of any General Meeting shall include without limitation the right to speak, vote on a show of hands, vote on a poll, be represented by a proxy and have access to all documents which are required by the Act or these Articles to be made available at the meeting.

### **78 Accidental omission to send notice etc.**

The accidental omission to send a notice of a meeting or resolution, or to send any notification where required by the Act or these Articles in relation to the publication of a notice of meeting, or to send a form of proxy where required by the Act or these Articles, to any person entitled to receive it, or the non-receipt for any reason of any such notice,

resolution or notification or form of proxy by that person, whether or not the Company is aware of such omission or non-receipt, shall not invalidate the proceedings at that meeting.

## **79 Security**

The Directors and, at any General Meeting, the chairman may make any arrangement and impose any requirement or restriction it or he considers appropriate to ensure the security of a General Meeting including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place. The Directors and, at any General Meeting, the chairman are entitled to refuse entry to a person who refuses to comply with these arrangements, requirements or restrictions.

## **Votes of Members**

### **80 Votes attaching to shares**

- 80.1** Subject to article 59.3 and to any special rights or restrictions as to voting attached by or in accordance with these Articles to any class of shares, the provisions of the Act shall apply in relation to voting rights.
- 80.2** Subject to article 80.3 below, on a vote on a resolution on a show of hands at a general meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote.
- 80.3** On a vote on a resolution on a show of hands at a General Meeting, a proxy has one vote for and one vote against the resolution if:
- 80.3.1** the proxy has been duly appointed by more than one member entitled to vote on the resolution; and
  - 80.3.2** the proxy has been instructed by, or exercises his discretion given by, one or more of those members to vote for the resolution and has been instructed by, or exercises his discretion given by, one or more other of those members to vote against it.

### **81 Votes of joint holders**

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

### **82 Voting by guardian**

Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such

receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

### **83 Restrictions on voting if holding unpaid shares**

No member shall, unless the Directors otherwise determine, be entitled in respect of any share held by him to vote either personally or by proxy at a General Meeting or a meeting of the holders of any class of shares of the Company or to exercise any other right conferred by membership in relation to General Meetings of the Company or meetings of the holders of any class of shares of the Company if any call or other sum presently payable by him to the Company in respect of that share remains unpaid.

### **84 Restrictions on voting in particular circumstances**

**84.1** If 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 Act and is in default for the prescribed period in supplying to the Company the information thereby required, then (unless the Directors otherwise determine) in respect of:

**84.1.1** the shares comprising the shareholding account in the Register which comprises or includes the shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the “default shares” which expression shall include any further shares which are issued in respect of such shares); and

**84.1.2** any other shares held by the member,

the member shall (for so long as the default continues) not, nor shall any transferee to which any of such shares are transferred other than pursuant to an approved transfer or pursuant to paragraph 84.2.2 below, be entitled to vote either personally or by proxy at a General Meeting of the Company or a meeting of the holders of any class of shares of the Company or to exercise any other right conferred by membership in relation to General Meetings of the Company or meetings of the holders of any class of shares of the Company.

**84.2** Where the default shares represent at least 0.25 per cent of the issued shares of the class in question, the Directors may in their absolute discretion by notice (a “**direction notice**”) to such member direct that:

**84.2.1** any dividend or part thereof or other money which would otherwise be payable in respect of the default shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the member; and/or

**84.2.2** no transfer of any of the shares held by such member shall be registered unless the transfer is an approved transfer or:

- (i) the member is not himself in default as regards supplying the information required; and
- (ii) the transfer is of part only of the member’s holding and, when presented for registration, is accompanied by a certificate by the member in a form

satisfactory to the Directors to the effect that after due and careful enquiry the member is satisfied that none of the shares the subject of the transfer are default shares,

provided that, in the case of shares in uncertificated form, the Directors may only exercise their discretion not to register a transfer if permitted to do so by the Regulations.

Any direction notice may treat shares of a member in certificated and uncertificated form as separate holdings and either apply only to the former or to the latter or make different provision for the former and the latter.

Upon the giving of a direction notice its terms shall apply accordingly.

**84.3** The Company shall send to each other person appearing to be interested in the shares which are 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.

#### **84.4**

**84.4.1** Save as herein provided any direction notice shall have effect in accordance with its terms for so long as the default in respect of which the direction notice was issued continues and shall cease to have effect thereafter upon the Directors so determining (such determination to be made within a period of one week of the default being duly remedied with written notice thereof being given forthwith to the member).

**84.4.2** Any direction notice shall cease to have effect in relation to any shares which are transferred by such member by means of an approved transfer or in accordance with paragraph 84.2.2 above.

**84.5** For the purposes of this article 84:

**84.5.1** a person shall be treated as appearing to be interested in any shares if the member holding such shares has been served with a notice under the said section 793 and either (a) the member has named such person as being so interested or (b) (after taking into account the response of the member to the said notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;

**84.5.2** the prescribed period is 14 days from the date of service of the notice under the said section 793; and

**84.5.3** a transfer of shares is an approved transfer if:

- (i) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a takeover offer for a company (as defined in section 974 of the Act); or
- (ii) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the member or with any person appearing to be interested in such shares including any such sale made through the London Stock Exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded. For the purposes of this sub-paragraph any associate (as that term is defined in section 435 of the Insolvency Act 1986) shall be included amongst the

persons who are connected with the member or any person appearing to be interested in such shares.

**84.6** The provisions of this article 84 are in addition and without prejudice to the provisions of the Act.

## **85 Validity and result of vote**

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

## **Proxies**

### **86 Proxy need not be a member**

A proxy need not be a member of the Company and a member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or on the poll concerned. The appointment of a proxy shall only be valid for the meeting mentioned in it and any adjournment of that meeting (including on any poll demanded at the meeting or any adjourned meeting).

### **87 Form of proxy**

Subject to the Statutes, and subject to article 88.1, an instrument appointing a proxy shall be in any usual or common form or in any other form which the Directors may approve and:

**87.1** in the case of an individual shall be signed by the appointor or his attorney; and

**87.2** in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to article 88, failing which the instrument may be treated as invalid.

### **88 Deposit of form of proxy**

**88.1** An instrument appointing a proxy must be received by the Company at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Transfer Office) not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the

taking of the poll at which it is to be used, and in default shall not be treated as valid. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. In calculating the periods mentioned in this article 88, the Board may specify, in any case, that no account shall be taken of any part of a day that is not a working day.

- 88.2** Without limiting the foregoing, in relation to any shares in uncertificated form the Directors may permit a proxy to be appointed by means of a communication sent in electronic form in the form of an Uncertificated Proxy Instruction (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, sent by means of a relevant system to such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system)); and may permit any supplement to, or amendment or revocation of, any such Uncertificated Proxy Instruction to be made by a further Uncertificated Proxy Instruction. The Directors may in addition prescribe the method of determining the time at which any such instruction or notification purporting or expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending the instruction to send it on behalf of that holder.

## **89 Authentication of proxy**

Subject to the provisions of the Act, where the appointment of a proxy is expressed to have been or purports to have been made, sent or supplied by a person on behalf of the holder of a share:

- 89.1** the Company may treat the appointment as sufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that holder; and
- 89.2** that holder shall, if requested by or on behalf of the Company at any time, send or procure the sending of reasonable evidence of the authority under which the appointment has been made, sent or supplied (which may include a copy of such authority certified notarially or in some other way approved by the Board), to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid.

## **90 Differing proxy appointments**

When two or more valid but differing proxy appointments are delivered in respect of the same share for use at the same meeting, the one which is last delivered (regardless of its date or the date of its execution (if relevant)) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was last delivered none of them shall be treated as valid in respect of that share.

## **91 Rights of proxy**

An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll and the proxy shall be entitled to speak at the meeting.

## **92 Revocation of proxy**

- 92.1** A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in hard copy form or in electronic form or by telephone of such death, insanity or revocation shall have been received by the Company at the address or one of the addresses specified under article 88 (subject to any conditions attached to the use of a particular address imposed under that article) or, if no address was specified, at the Transfer Office 48 hours or such lesser time as the Directors may determine before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast. The Directors may establish such procedures as they deem appropriate to receive and verify the validity and acceptance of the revocation of proxy.
- 92.2** A vote given by a proxy or by a representative of a corporation shall be valid and shall not invalidate the proceedings on the resolution in question, notwithstanding that he has not voted in accordance with any instructions given by the member by whom he is appointed. The Company shall not be obliged to check whether the proxy or representative of a corporation has in fact voted in accordance with any such member's instructions.

## **Corporations Acting by Representatives**

- 93** Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

## **Directors**

### **94 Number of Directors**

Subject as hereinafter provided the Directors shall not be less than five nor more than 18 in number. The Company may by Ordinary Resolution from time to time vary the minimum number and/or maximum number of Directors.

### **95 Share qualification**

A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to receive notice of, attend and speak at General Meetings.



## **96 Ordinary remuneration**

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 £1,000,000 per annum or 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 for their services (which shall be deemed to accrue from day to day) at such rate as may from time to time be determined by the Board.

## **97 Additional remuneration for special services**

Any director who does not hold executive office and who performs special services which in the opinion of the board are outside the scope of the ordinary duties of a director, may (without prejudice to the provisions of Article 96) be paid such extra remuneration by way of additional fee, salary, commission or otherwise as the Board may determine.

## **98 Directors' expenses**

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

## **99 Pensions and other benefits**

- 99.1** The Directors may exercise all the powers of the Company to 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 subsidiary undertakings or any body corporate associated with, or any business acquired by, any of them, and for any member of his family (including a spouse, a civil partner, a former spouse and a former civil partner) 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) contribute to any fund and pay premiums for the purchase or provision of any such benefit.
- 99.2** No director or former director shall be accountable to the Company or the members for any benefit which is provided pursuant to these Articles, so long as such benefit is not provided in contravention of any relevant statute. The recipient of any such benefit shall not disqualify any person from being or becoming a director of the Company.
- 99.3** The Directors may make provision for the benefit of any persons employed or formerly employed by the Company or any of its subsidiaries other than a director or former director or shadow director in connection with the cessation or the transfer of the whole or part of the undertaking of the Company or subsidiary. Any such provision shall be made by a resolution of the Board in accordance with section 247 of the Act.

## **100 Directors' insurance**

Without prejudice to the provisions of article 175 the Directors 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 or any of the predecessors of the Company or of 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 of any such other company, or who are or were at any time trustees of any pension fund or employees' share scheme in which any employees of the Company or of 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 and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to the Company or any such other company, subsidiary undertaking or pension fund or employees' share scheme.

## **101 Directors' interests in a transaction or arrangement with the Company**

Subject to the provisions of the Statutes, and provided that he has declared to the Directors the nature and extent of any interest of his in accordance with the provisions of these Articles, a Director or alternate Director may be party to or in any way, directly or indirectly, interested in any existing or proposed contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or any subsidiary thereof) under the Company or any holding company or subsidiary undertaking of that holding company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated therefor and in any such case as aforesaid (save as otherwise agreed by him) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof.

## **102 Directors' interests other than in relation to transactions or arrangements with the Company**

**102.1** If a situation (a "**Relevant Situation**") arises in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it, but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) the following provisions shall apply if the conflict of interest does not arise in relation to a transaction or arrangement with the Company:

**102.1.1** if the Relevant Situation arises from the appointment or proposed appointment of a person as a Director of the Company, the Directors (other than the Director, and any other Director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may resolve to authorise the appointment of the Director and the Relevant Situation on such terms as they may determine; and

**102.1.2** if the Relevant Situation arises in circumstances other than in article 102.1.1 above, the Directors (other than the Director and any other Director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may resolve to authorise the Relevant Situation and the continuing performance by the Director of his duties on such terms as they may determine.

**102.2** Any reference in article 102.1 above to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

**102.3** Any terms determined by Directors under article 102.1.1 or 102.1.2 above may be imposed at the time of the authorisation or may be imposed or varied subsequently and may include (without limitation):

- (i) whether the interested Director(s) may vote (or be counted in the quorum at a meeting) in relation to any resolution relating to the Relevant Situation;
- (ii) the exclusion of the interested Director(s) from all information and discussion by the Company of the Relevant Situation; and
- (iii) (without prejudice to the general obligations of confidentiality) the application to the interested Director(s) of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the Relevant Situation.

**102.4** An interested Director must act in accordance with any terms determined by the Directors under articles 102.1.1 or 102.1.2 above.

**102.5** Except as specified in article 102.1 above, any proposal made to the Directors and any authorisation by the Directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the Directors in accordance with the provisions of these Articles.

**102.6** Any authorisation of a Relevant Situation given by the Directors under article 102.1 above may provide that, where the interested Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

**102.7** A Director shall not, by reason of his holding an office as Director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from:

**102.7.1** any Relevant Situation authorised under article 102.1 or permitted under article 101; or

**102.7.2** any interest permitted under article 101,

and no contract shall be liable to be avoided on the grounds of any Director having any type of interest authorised under article 102.1 or permitted under article 101.

### **103 Provisions applicable to declarations of interest**

**103.1** A Director shall declare the nature and extent of his interest in a Relevant Situation within article 102.1.1 or 102.1.2 above to the other Directors.

**103.2** If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors.

**103.3** Where a Director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he must declare the nature

and extent of his interest to the other Directors, unless the interest has been declared under article 103.2, above.

**103.4** The declaration of interest must (in the case of article 103.3) and may, but need not, (in the case of article 103.1 or 103.2) be made:

**103.4.1** at a meeting of the Directors; or

**103.4.2** by notice to the Directors in accordance with:

- (i) section 184 of the Act (notice in writing); or
- (ii) section 185 of the Act (general notice).

**103.5** If a declaration of interest proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

**103.6** Any declaration of interest required by article 103.1 must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest.

**103.7** Any declaration of interest required by article 103.2 must be made before the Company enters into the transaction or arrangement.

**103.8** Any declaration of interest required by article 103.3 must be made as soon as is reasonably practicable.

**103.9** A declaration in relation to an interest of which the Director is not aware, or where the Director is not aware of the transaction or arrangement in question, is not required.

For this purpose, a Director is treated as being aware of matters of which he ought reasonably to be aware.

**103.10** A Director need not declare an interest:

**103.10.1** if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

**103.10.2** if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

**103.10.3** if, or to the extent that, it concerns terms of his service contract that have been or are to be considered:

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

## **104 Appointment of executive Directors**

**104.1** The Directors may from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the office of Chairman, Deputy Chairman, Vice Chairman or Group Chief Executive) on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment.

**104.2** The appointment of any Director to the office of Chairman, Deputy Chairman, Vice Chairman or Group Chief Executive or Managing or Joint Managing or Deputy or Assistant Managing Director shall automatically determine if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

**104.3** The appointment of any Director to any other executive office shall not automatically determine if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

## **105 Powers of executive Directors**

The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

## **Appointment and Retirement of Directors**

### **106 Election or appointment of additional director**

The Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. Without prejudice thereto the Directors shall have power at any time so to do, but so that the total number of Directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these Articles. Any person so appointed by the Directors shall hold office only until the next Annual General Meeting and shall then be eligible for re-appointment.

### **107 Vacation of office**

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

**107.1** if he shall become prohibited by law from acting as a Director;

**107.2** if he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Directors shall resolve to accept such offer;

**107.3** if he shall have a bankruptcy order made against him or shall compound 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;

**107.4** if in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf of the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs;

**107.5** if he shall be absent from meetings of the Directors for six months without leave and the Directors shall resolve that his office be vacated; or

**107.6** if he shall be removed from office by notice served upon him signed by at least 75 per cent of his co-Directors, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.

## **108 Retirement of Directors at Annual General Meetings**

At every Annual General Meeting all the Directors at the date of the notice convening the Annual General Meeting shall retire.

## **109 Re-election of retiring Directors**

The Company at the meeting at which a Director retires under any provision of these Articles may by Ordinary Resolution fill the office being vacated by appointing thereto the retiring Director or some other person eligible for appointment. In default the retiring Director shall be deemed to have been re-appointed except in any of the following cases:

**109.1** where at such meeting it is expressly resolved not to fill such office or a resolution for the re-appointment of such Director is put to the meeting and lost;

**109.2** where such Director has given notice to the Company that he is unwilling to be re-appointed;

**109.3** where the default is due to the moving of a resolution in contravention of article 110; and

**109.4** where such Director has attained any retiring age applicable to him as Director.

## **110 Position of a retiring Director**

The retirement of a Director under any provision of these Articles shall not have effect until the conclusion of the applicable meeting (except where a resolution is passed to appoint some other person in the place of the retiring Director) and accordingly a retiring Director who is re-appointed or deemed to have been re-appointed will continue in office without a break.

## **111 Provisions if insufficient Directors elected**

**111.1** If at an Annual General Meeting of the Company any resolution or resolutions for the election or re-election of the persons eligible for election or re-election as Directors are put to the meeting and lost such that the number of Directors at the conclusion of the Annual General Meeting is fewer than the minimum number of Directors for such time being required under article 94, then all such eligible persons who are Directors at the commencement of the Annual General Meeting and are standing for re-election (the “**Re-election Directors**”) shall be deemed to have been re-elected as Directors and shall remain in office but so that such Re-election Directors may only act for the purpose of summoning General Meetings and performing such duties as are essential to maintain the Company as a going concern but not for any other purpose.

**111.2** The Re-election Directors shall convene a General Meeting as soon as reasonably practicable following the Annual General Meeting referred to in article 111.1 at which those Re-election Directors shall so retire. To the extent that the circumstances envisaged in article 111.1 occur in relation to any meeting convened pursuant to this article 111.2 then the provisions of this article 111.2 shall also apply to that General Meeting and, if relevant, any subsequent General Meeting.

## **112 Election of two or more Directors**

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

## **113 Nomination of Directors for election**

No person other than a Director retiring at the meeting shall, unless recommended by the Directors for appointment, be eligible for appointment as a Director at any General Meeting unless not less than seven nor more than 42 days (inclusive of the date on which the notice is given) before the date appointed for the meeting there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for appointment, together with such particulars which would, if such person were so appointed, be required to be included in the Company's register of Directors, and also notice in writing signed by the person to be proposed of his willingness to be appointed.

## **114 Power to remove Director**

The Company may in accordance with and subject to the provisions of the Statutes 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 Director, but without prejudice to any claim he may have for damages for breach of any such agreement) and appoint another person in place of a Director so removed from office. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

## **115 Age Limit**

Any provision of the Statutes which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment of any Director over a specified age, shall not apply to the Company.

## **Alternate Directors**

- 116** Any Director may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person (including another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.
- 117** The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director.
- 118** An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors the foregoing provisions of this article shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member. Except as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director. Accordingly, except where the context otherwise requires, a reference 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 of the Director appointing him.
- 119** An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct.

## **Meetings and Proceedings of Directors**

### **120 Governing of meetings of Directors**

- 120.1** Subject to the provisions of these Articles the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. Any Director may waive notice of any meeting and any such waiver may be retroactive.



- 120.2** A notice of a meeting of directors convened in accordance with article 120.1, or a copy of the text of any resolution proposed to be passed in accordance with article 127, (each a “**Communication**”) shall be provided to each Director at their last known address, fax number or electronic mail address in the United Kingdom or to such temporary address, fax number or electronic mail address as may be notified to the Secretary from time to time. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. Any such Communication may be delivered by hand or sent by courier, fax, electronic mail or prepaid first class post. If sent by fax or electronic mail such Communication shall conclusively be deemed to have been given or served at the time of despatch. If sent by post or courier such Communication shall conclusively be deemed to have been received 24 hours from the time of posting or despatch, in the case of inland mail and couriers in the United Kingdom.
- 120.3** A Communication shall be deemed duly served under article 120.2 if sent to the address, fax number or electronic mail address last provided by each Director to the Secretary. The non-receipt by any Director of any Communication served in accordance with the provisions of this article 120 shall not invalidate any meeting of directors, or any written resolution signed in accordance with article 127, to which the Communication relates if such meeting or resolution is otherwise held or signed in accordance with the provisions of these Articles.

## **121 Quorum**

The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number shall be three. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. For the purposes of these Articles any Director who is able (directly or by telephonic communication) to speak and be heard by each of the other Directors present or deemed to be present at any meeting of the Directors, shall be deemed to be present in person at such meeting and shall be entitled to vote or be counted in the quorum accordingly. Such meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is, and the word “meeting” shall be construed accordingly.

## **122 Casting vote**

Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.

## **123 Directors’ interests**

- 123.1** Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever with the Company in which he has an interest which may reasonably be regarded as likely to give rise to a conflict of interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company.

**123.2** A Director shall not vote in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each Director and that in case each of the Directors concerned (if not otherwise debarred from voting under this article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.

**123.3** A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

## **124 Directors may have interests**

**124.1** Subject to the provisions of the Statutes and the provisions of articles 101-103 and article 123, a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:

**124.1.1** the giving of any guarantee, security or indemnity to him 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 its subsidiary undertakings;

**124.1.2** the giving of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part (either alone or jointly with others) under a guarantee or indemnity or by the giving of security;

**124.1.3** the indemnification (including loans made in connection with it) by the Company in relation to the performance of his duties on behalf of the Company or of any of its subsidiary undertakings;

**124.1.4** any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;

**124.1.5** any proposal concerning any other body corporate in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not beneficially interested directly or indirectly, or through the direct or indirect holding of financial instruments (within the meaning of Chapter 5 of the Disclosure and Transparency Rules) in 1 per cent or more of the issued shares of any class (excluding any shares of that class held as treasury shares) of such body corporate (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant body corporate (any such interest being deemed for the purpose of this article 124 to be a material interest in all circumstances);

- 124.1.6** any proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
- 124.1.7** any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors of the Company or for persons who include Directors of the Company provided that for the purposes of this sub-paragraph insurance shall mean only insurance against liability incurred by a Director in respect of any act or omission by him referred to in article 100 or any other insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors of the Company.
- 124.2** Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under paragraph 124.1.5 of this article 124) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 124.3** If any question shall arise at any time as to whether the interest of a Director (other than the chairman) may reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any Director (other than the chairman) to vote in relation to a transaction or arrangement with the Company and the question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the chairman of the meeting and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the Board (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature and extent of the interest of the chairman of the meeting, so far as known to him, has not been fairly disclosed.
- 124.4** Subject to the Statutes, the Company may by Ordinary Resolution suspend or relax the provisions of this article 124 to any extent or ratify any transaction or arrangement not duly authorised by reason of a contravention of this article 124.
- 124.5** For the purposes of this article 124 an interest of a person who is connected (within the meaning of section 252 of the Act) with a Director shall be treated as an interest of the Director and, in the case of an alternate director, an interest of his appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has.

## **125 Number of Directors below minimum**

The Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles the Directors or Director may act for the purpose of filling such vacancies or of

summoning General Meetings, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

## **126 Chairman**

**126.1** The Directors may elect from their number a Chairman, a Deputy Chairman and/or a Vice Chairman (or two or more Deputy Chairmen and/or Vice Chairmen) and determine the period for which each is to hold office. If no Chairman, Deputy Chairman or Vice Chairman shall have been appointed or if at any meeting of the Directors no Chairman, Deputy Chairman or Vice Chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

**126.2** If at any time there is more than one Deputy Chairman and/or Vice Chairman the right in the absence of the Chairman to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen and/or Vice Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.

## **127 Written resolutions**

A resolution in writing signed by 70 per cent of the Directors for the time being in the United Kingdom and entitled to vote thereon (being not less in number than a quorum for the meetings of Directors) shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form each signed by one or more Directors. The documents may be facsimile or electronic copies of the resolution. A resolution in writing shall be effective upon receipt by the Secretary of resolutions signed by the requisite number of Directors.

## **128 Appointment and constitution of committees**

**128.1** The Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) to committees. Any such committee shall, unless the Directors otherwise resolve, have power to sub-delegate to sub-committees any of the powers or discretions delegated to it. Any such committee or sub-committee shall consist of one or more Directors and (if thought fit) one or more other persons co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee or sub-committee any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise by such committee or sub-committee. Any committee or sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee or sub-committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee or sub-committee. Any such meeting of the committee or sub-committee shall be chaired by a Director.

**128.2** The meetings and proceedings of any such committee or sub-committee consisting of two or more members shall be governed *mutatis mutandis* by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are not superseded by any regulations made by the Directors under article 128.1.

**128.3** All acts done by any meeting of Directors, or of any such committee or sub-committee, or by any person acting as a Director or as a member of any such committee or sub-committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee or sub-committee and had been entitled to vote.

## **Borrowing Powers**

### **129 Borrowing Powers**

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

### **130 Borrowing Restrictions**

**130.1** The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (so far, as regards subsidiaries, as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all moneys borrowed by the Group (which expression in this article 130.1 means and includes the Company and its subsidiaries for the time being) and for the time being owing to persons outside the Group shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed an amount equal to the greater of three times the consolidated capital and reserves or £3bn.

**130.2** No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provision be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the said limit had been or would thereby be exceeded.

## **General Powers of Directors**

### **131 General Powers**

The business and affairs of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be

exercised by the Company in General Meeting subject nevertheless to any regulations of these Articles; to the provisions of the Statutes and to such regulations, whether or not consistent with these Articles, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this article 131 shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

### **132 Local boards**

The Directors may establish any local 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 such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

### **133 Appointment of attorney**

The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. The Directors may remove any person appointed under this article 133 and may revoke or vary the delegation, but no person dealing in good faith shall be affected by the revocation or variation.

### **134 Register of members in territories**

Subject to and to the extent permitted by the Statutes, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a branch register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit respecting the keeping of any such register.

### **135 Signature on cheques etc.**

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

## **President**

- 136** The Directors may from time to time elect a President of the Company and may determine the period for which he shall hold office. Such President may be either honorary or paid such remuneration as the Directors in their discretion shall think fit, and need not be a Director but shall, if not a Director, be entitled to receive notice of and attend and speak, but not to vote, at meetings of the Board of Directors only if so invited by the Directors. The President (unless he is a Director) shall not be an officer of the Company for the purposes of the Act.

## **Departmental, Divisional or Local Directors**

- 137** The Directors may from time to time appoint any person to be a Departmental, Divisional or Local Director and define, limit or restrict his powers and duties and determine his remuneration and the designation of his office and may at any time remove any such person from such office. A Departmental, Divisional or Local Director (notwithstanding that the designation of his office may include the word "Director") shall not by virtue of such office be or have power in any respect to act as a Director of the Company nor be entitled to receive notice of or attend or vote at meetings of the Directors nor be deemed to be a Director for any of the purposes of these presents.

## **Secretary**

- 138** The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one or more Deputy and/or Assistant Secretaries.

## **The Seal**

- 139** The Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors or of a committee authorised by the Directors in that behalf. Every instrument to which the Seal shall be affixed shall be signed autographically by one Director and the Secretary or Deputy or Assistant Secretary, by two Directors or by one Director in the presence of a witness who attests the signature.
- 140** Where the Statutes so permit, any instrument signed by one Director and the Secretary, by two Directors, or by one Director in the presence of a witness who attests the signature and expressed to be executed by the Company shall have the same effect as if executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended to have effect as a deed without the authority of the Directors or of a committee authorised by the Directors in that behalf.

- 141** The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

### **Authentication of Documents**

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

### **Reserves**

- 143** The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same the Directors shall comply with the provisions of the Statutes.

### **Dividends**

#### **144 Final dividends**

The Company may by Ordinary Resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors.

#### **145 Fixed and interim dividends**

If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time pay interim dividends



on shares of any class of such amounts and on such dates and in respect of such periods as they think fit. Provided the Directors act in good faith they shall not incur any liability to the holders of any shares for any loss they may suffer by the lawful payment, on any other class of shares having rights ranking after or *pari passu* with those shares, of any such fixed or interim dividend as aforesaid.

#### **146 Ranking of shares for dividends**

Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this article 146 no amount paid on a share in advance of calls shall be treated as paid on the share.

#### **147 No dividend except out of profits**

No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes.

#### **148 Treatment of dividend**

Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date the profits and losses thereof as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.

#### **149 No interest on dividends**

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

#### **150 Retention of dividends**

**150.1** The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the moneys payable to the Company in respect of that share.

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

## **151 Waiver of dividends**

The waiver in whole or in part of any dividend on any share by any document (whether or not executed as a Deed) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

## **152 Unclaimed dividends**

All unclaimed dividends, interest or other sums payable may be invested or otherwise used for the benefit of the Company as the Directors may from time to time think fit. Any dividend unclaimed after a period of six years from the date of declaration of such dividend shall be forfeited and shall revert to the Company. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof, 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.

## **153 Distribution *in specie***

The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

## **154 Manner of payment of dividends**

- 154.1** Any dividend or other moneys payable on or in respect of a share may be paid by cheque, warrant or financial instrument, or by other means sent direct, to the registered address of the member or person entitled thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder or otherwise by operation of law, to any one of such persons) or to such person and such address as such member or person or persons may by writing direct. Such dividend or other moneys may be paid (i) by cheque sent by post to the payee or, where there is more than one payee, to any one of them, or (ii) by inter-bank transfer to such account as the payee or payees shall direct, or (iii) using the facilities of a relevant system, or (iv) by such other method of payment as the member (or in the case of joint holders of a share, all of them) may agree to. Every such cheque, warrant, financial instrument or other form of payment shall be made payable to the order of the person to whom it is sent or such other person as the holder, or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law may direct, and payment of the cheque, warrant, instrument or other form of payment

shall be a good discharge to the Company. Every such payment shall be sent at the risk of the person entitled to the money represented thereby and payment of a cheque by the banker upon whom it is drawn, and any transfer or payment within (ii) or (iii) above, shall be a good discharge to the Company.

**154.2** Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Directors may determine, using such exchange rate for currency conversions as the Directors may select.

**154.3** The Company may cease to send any cheque, warrant or order by post for any dividend on any shares which is normally paid in that manner if in respect of at least three consecutive dividends payable on those shares the cheque, warrant or order has been returned undelivered or remains uncashed but, subject to the provisions of these Articles, shall recommence sending cheques, warrants or orders in respect of the dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.

## **155 Joint holders**

If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

## **156 Record date for dividends**

Any resolution for the declaration or payment of a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend or transferors and transferees of any such shares. In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

## **Capitalisation of Profits and Shares**

**157** The Directors may, with the sanction of an Ordinary Resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including any share premium account, capital redemption reserve or other undistributable reserve) or any sum standing to the credit of profit and loss account, in each case, not required for paying any preferential dividend (whether or not available for distribution) by appropriating such sum to the holders of Ordinary Shares on the Register at the close of business on the date of the Resolution (or such other date as may be specified therein or determined as therein provided) in proportion to their then holdings of Ordinary Shares and applying such

sum on their behalf in paying up in full Ordinary Shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, shares of any other class) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

## **158 Scrip dividends**

- 158.1** Subject as hereinafter provided, the Directors may offer to ordinary shareholders the right to receive, in lieu of dividend (or part thereof), an allotment of new Ordinary Shares credited as fully paid.
- 158.2** The Directors shall not make such an offer unless so authorised by an Ordinary Resolution passed at any General Meeting, which authority may extend to dividends declared or paid prior to the Annual General Meeting of the Company occurring thereafter, but not further provided that this article 158 shall, without the need for any further Ordinary Resolution, authorise the Directors to offer rights of election in respect of any dividend declared or proposed after the date these Articles take effect and at or prior to the Annual General Meeting which is held in the fifth year after the Ordinary Resolution is passed.
- 158.3** The Directors may either offer such rights of election in respect of the next dividend (or part thereof) proposed to be paid; or may offer such rights of election in respect of that dividend and all subsequent dividends, until such time as the election is revoked; or may allow shareholders to make an election in either form.
- 158.4** The basis of allotment on each occasion shall be determined by the Directors so that, as nearly as may be considered convenient, the value of the Ordinary Shares to be allotted in lieu of any amount of dividend shall equal such amount. For such purpose the value of an Ordinary Share shall be either (i) the average of the middle market quotations of an Ordinary Share on the London Stock Exchange, as derived from the Daily Official List, on each of the first five business days on which the Ordinary Shares are quoted "ex" the relevant dividend; or (ii) established in such other manner as may be determined by the Directors.
- 158.5** If the Directors determine to offer such right of election on any occasion they shall give notice to the ordinary shareholders of such right and shall issue forms of election and shall specify the procedures to be followed in order to exercise such right Provided that they need not give such notice to a shareholder who has previously made, and has not revoked, an earlier election to receive Ordinary Shares in lieu of all future dividends, but instead shall send him a reminder that he has made such an election, indicating how that election may be revoked in time for the next dividend proposed to be paid.
- 158.6** On each occasion the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on Ordinary Shares in respect

whereof the share election has been duly exercised and has not been revoked (the “**elected Ordinary Shares**”), and in lieu thereof additional shares (but not any fraction of a share) shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the Directors shall capitalise, out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or profit and loss account as the Directors may determine, a sum equal to the aggregate nominal amount of additional Ordinary Shares to be allotted on that occasion on such basis and shall apply the same in paying up in full the appropriate number of Ordinary Shares for allotment and distribution to and amongst the holders of the elected Ordinary Shares on such basis.

**158.7** The additional Ordinary Shares so allotted on any occasion shall rank *pari passu* in all respects with the fully-paid Ordinary Shares then in issue save only as regards participation in the relevant dividend.

**158.8** Article 157 shall apply (*mutatis mutandis*) to any capitalisation made pursuant to this article 158.

**158.9** No fraction of an Ordinary Share shall be allotted. The Directors may make such provision as they think fit for any fractional entitlements including, without limitation, provision whereby, in whole or in part, the benefit thereof accrues to the Company and/or fractional entitlements are accrued and/or retained and in either case accumulated on behalf of any ordinary shareholder.

**158.10** The Directors may on any occasion determine that rights of election shall not be made available to any ordinary shareholders with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of rights of election would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

**158.11** In relation to any particular proposed dividend the Directors may in their absolute discretion decide (i) that shareholders shall not be entitled to make any election in respect thereof and that any election previously made shall not extend to such dividend or (ii) at any time prior to the allotment of the Ordinary Shares which would otherwise be allotted in lieu thereof, that all elections to take shares in lieu of such dividend shall be treated as not applying to that dividend, and if so the dividend shall be paid in cash as if no elections had been made in respect of it.

## **Minutes**

**159** The Directors shall cause Minutes to be made in books to be provided for the purpose:

**159.1** of all appointments of officers made by the Directors.

**159.2** of the names of the Directors present at each meeting of Directors and of any committee of Directors.

**159.3** of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees of Directors.

- 160** Any such Minutes, if purporting to be authenticated by the chairman of the meeting to which they relate or of the next meeting, shall be sufficient evidence of the proceedings at the meeting without any further proof of the facts stated within them.

## **Accounts**

**161 Accounting records**

Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Directors think fit, and shall always be open to inspection by the officers of the Company. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by law or ordered by a court of competent jurisdiction or authorised by the Directors.

**162 Copies of accounts for members**

A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than 21 clear days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles. Provided that this article 162 shall not require a copy of these documents to be sent to any member to whom a summary financial statement is sent in accordance with the Statutes and provided further that this article 162 shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

## **Auditors**

**163 Validity of Auditor's acts**

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

**164 Auditor's rights to attend General Meetings**

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

## Notices

### 165 Service of notice

- 165.1** Any notice to be given to or by any person pursuant to these Articles may be in hard copy form or, subject to the Statutes, in electronic form or given by electronic means.
- 165.2** Any notice or document (including a share certificate) in hard copy form may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid cover addressed to such member at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices, or by delivering it to such address addressed as aforesaid.
- 165.3** Subject to the Statutes, a document or notice may be sent or supplied by the Company to any member in electronic form to such address as may from time to time be authorised by the member concerned or by making it available on a website and notifying the member concerned in accordance with the Statutes that it has been made available. A member shall be deemed to have agreed that the Company may send or supply a document or information by means of a website if the conditions set out in the Statutes have been satisfied.
- 165.4** Any document or notice (excluding a share certificate) which, in accordance with these Articles, may be sent by the Company by electronic means shall, if so sent, be deemed to be received at the expiration of 24 hours after the time it was sent. Proof (in accordance with the formal recommendations of best practice contained in the guidance issued by the Institute of Chartered Secretaries and Administrators) that a communication in electronic form was sent by the Company shall be conclusive evidence of such sending. If the Company receives a delivery failure notification following a communication by electronic means in accordance with article 165.3 the Company shall send or supply the document or notice in hard copy or electronic form (but not by electronic means) to the member either personally or by post addressed to the member at his registered address or by leaving it at that address. This shall not affect when the document or information was deemed to be received in accordance with this article.
- 165.5** Subject to the Statutes, a document or notice may be given to the Company in electronic form only if it is given in such form and manner and to such address as may have been specified by the Directors from time to time for the receipt of documents in electronic form.
- 165.6** Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the expiration of 24 hours (or, where second-class mail is employed, 48 hours) after the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.
- 165.7** Where a notice or document is sent or supplied by means of a website, it shall be deemed to have been received:
- (i) when the material was first made available on the website; or

- (ii) if later, when the recipient was deemed to have received notice of the fact that the material was available on the website.

**165.8** The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

**165.9** Article 165.8 applies to confirmatory copies of notices (and confirmatory notifications of website notices) of meetings sent pursuant to article 169.2.2 in the same way as it applies to notices of meetings.

## **166 Joint holders**

Any notice given to that one of the joint holders of a share whose name stands first in the Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such. For such purpose a joint holder having no registered address in the United Kingdom and not having supplied an address within the United Kingdom for the service of notices shall be disregarded.

## **167 Deceased and bankrupt members**

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

## **168 Overseas members**

A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices shall not be entitled to receive notices from the Company. If on three consecutive occasions notices have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices from the Company until he shall have communicated with the Company and supplied to the Transfer Office a new registered address within the United Kingdom for the service of notices unless the Company is able, in accordance with the Statutes, to send notice to him by electronic means.



## **169 Suspension of postal services**

**169.1** If at any time by reason of the suspension or curtailment of postal services within the United Kingdom (or some part of the United Kingdom) the Company is unable effectively to give notice of a General Meeting to some or all of its members or Directors then, subject to complying with article 169.2 below, the Company need only give notice of the General Meeting to those members or Directors to whom the Company is entitled, in accordance with the Statutes, to give notice by electronic means.

**169.2** In the circumstances described in article 169.1 above, the Company must:

**169.2.1** advertise the General Meeting by a notice which appears on its website and in at least two national daily newspapers with appropriate circulation complying with the notice period requirements set out in article 58; and

**169.2.2** send confirmatory copies of the notice (or as the case may be the notification of the website notice) by post to those members and Directors to whom notice (or notification) cannot be given by electronic means if at least seven days prior to the meeting the posting of notices (and notification) to addresses throughout the United Kingdom again becomes practicable.

## **170 Deemed receipt of notice**

A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the capital of the Company shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called.

## **171 Statutory requirements as to notices**

Nothing in any of articles 165 to 169 (inclusive) shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.

## **172 Signature of documents**

Where under these Articles a document requires to be signed by a member or other person then, if in electronic form, it must to be valid incorporate the electronic signature or personal identification details (which may be details previously allocated by the Company) of that member or other person, in such form as the Directors may approve, or be accompanied by such other evidence (including evidence in accordance with the last sentence of article 88.2) as the Directors may require to satisfy themselves that the document is genuine. The Company may designate mechanisms for validating any such document, and any such document not so validated by use of such mechanisms shall be deemed not to have been received by the Company.

## Winding Up

### 173 Directors' powers to petition

The Directors shall have power in the name and on behalf of the Company to present a petition to the Court for the Company to be wound up.

### 174 Distribution of assets *in specie*

If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court) the Liquidator may, with the authority of a Special Resolution, divide among the members *in specie* or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

## Indemnity and Insurance

**175** Except to the extent prohibited or restricted by the Statutes, but without prejudice to any indemnity to which a Director, the Secretary or any officer may otherwise be entitled:

**175.1** any Director, the Secretary or other officer (excluding an auditor) of the Company or of an associated company may be indemnified by the Company against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office; and

**175.2** any director of a company that is a trustee of an occupational pension scheme for employees of the Company or of an associated company may be indemnified by the Company against liability incurred in connection with the company's activities as trustee of the scheme.

**176** Except to the extent prohibited or restricted by the Statutes, the Board may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability incurred by him in respect of any act or omission in the actual or purported discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his holding of a relevant office; and for this purpose **relevant office** means that of Director, Secretary or other officer (excluding an auditor) or employee in relation to the Company or any company which is or was a subsidiary undertaking of or associated with the Company or any predecessor in business of the Company or any such subsidiary undertaking or associated company, or that of trustee of

any pension fund or retirement, death or disability scheme for the benefit of any employee of the Company or any such subsidiary undertaking or associated company.

## Sale of Share of Relevant US Holders

### 177 Sale of Shares of Relevant US Holders

#### 177.1 Purpose and interpretation

177.1.1 The purpose of this article is to enable the Company to reduce the number of Relevant US Holders (as defined in article 177.1.2(f)) of its shares, so as to enable the Company to suspend its obligations under the US Securities Exchange Act of 1934 (the "**Exchange Act**"), and to prevent any such obligations from arising again in the future.

177.1.2 For the purpose of this article:

- (a) "**interest**" in relation to shares, means any interest which would be taken into account in determining for the purposes of Part 22 of the Act whether a person has a notifiable interest in a share (including any interest which he would be taken as having for those purposes) and applying sections 820-825 of the Act and "**interested**" shall be construed accordingly;
- (b) "**Register of Relevant US Holders**" means the register of Relevant US Holders to be maintained in accordance with article 177.4;
- (c) "**Relevant Nominee US Holder**" means (a) a person who holds shares in the Company and all or part of whose holding is held as nominee for or on behalf of a person resident in the US in any manner described in Rule 12g3-2(a)(1) under the Exchange Act or in any amendment to such rule or equivalent rule promulgated by the SEC under the Exchange Act, provided that the number of shares so held as nominee does not exceed 20,000 and (b) a person who appears, at any time, to the Directors to fall within subparagraph (a);
- (d) "**Relevant Registered US Holder**" means (a) a person resident in the US and who holds no more than 20,000 shares in the Company in any manner described in Rule 12g 3-2(a)(1) under the Exchange Act or in any amendment to such rule or equivalent rule promulgated by the SEC under the Exchange Act and (b) a person who appears, at any time, to the Directors to fall within subparagraph (a);
- (e) "**Relevant Shares**" means shares in the Company which are held by Relevant US Holders in any manner described in Rule 12g 3-2(a)(1) under the Exchange Act of 1934 or in any amendment to such rule or equivalent rule promulgated by the SEC under the Exchange Act or which are deemed pursuant to this article to be so held;
- (f) "**Relevant US Holders**" means Relevant Registered US Holders and Relevant Nominee US Holders;
- (g) "**Required Disposal**" means in relation to any Relevant Shares a disposal or disposals of such shares or interests therein which will result in such shares ceasing to be Relevant Shares;

- (h) "SEC" means the US Securities and Exchange Commission; and
- (i) "US" means the United States of America, its territories and possessions, any state of the United States of America, and the District of Columbia.

## **177.2 Disclosure notices**

**177.2.1** The Directors may by notice require any member or other person appearing to be interested or appearing to have been interested in shares in the Company to disclose to the Company such information as the Directors shall require relating to the ownership of or interests in the shares in question as lies within the knowledge of such member or other person (supported if the Directors so require by a statutory declaration and/or by independent evidence) including (without prejudice to the generality of the foregoing) any information which the Company is entitled to seek pursuant to section 793 of the Act and any information which the Directors shall deem necessary or desirable in order to determine whether any shares are Relevant Shares.

**177.2.2** Whether or not a notice pursuant to article 177.2.1 has been given, the Directors may by notice require any member or other person appearing to be interested or appearing to have been interested in shares in the Company to show to the satisfaction of the Directors that the shares in question are not Relevant Shares. Any person on whom such a notice has been served and any other person who is interested in such shares may within 14 days of such notice (or such longer period as the Directors may consider reasonable) make representations to the Directors as to why such shares should not be treated as Relevant Shares but if, after considering any such representations and such other information as seems to them relevant, the Directors believe such shares to be Relevant Shares, the Directors may determine that such shares shall be deemed to be Relevant Shares and they shall thereupon be treated as such for all purposes of this article.

**177.2.3** The Directors may give a notice pursuant to article 177.2.1 or 177.2.2 or both of them at any time and the Directors may give one or more than one such notice to the same member or other person in respect of the same shares.

**177.2.4** Article 84 (Restrictions on voting in particular circumstances) shall have effect for the purposes of this article 177.2 as if any reference in that article to a notice under section 793 of the Act were also a reference to a notice under article 177.2.1.

**177.2.5** Nothing contained in this article 177.2 shall limit the power of the Directors under section 794 of the Act.

## **177.3 Notification obligation**

Each member shall notify the Company immediately upon becoming aware that any shares in which he is interested (a) is or has become a Relevant Share or (b) has ceased to be a Relevant Share.

## **177.4 Register of Relevant US Holders**

**177.4.1** The Directors shall maintain, in addition to the register, a register of Relevant US Holders, in which there shall be entered particulars of any shares which are or have been deemed to be Relevant Shares. The particulars entered in the register of Relevant US Holders in respect of any Relevant Share shall comprise, in addition to the name of the holder, the name of any Relevant US Holder or any other person resident in the US interested or who appears to the Directors to be interested in such share and such information as has been supplied to the Directors pursuant to article 177.2.1 or 177.2.2 or otherwise or, if no such information has been supplied, such information as the Directors consider appropriate.

**177.4.2** The Directors shall remove from the Register of Relevant US Holders particulars of any share if there has been furnished to them a declaration (in such form as the Directors may from time to time prescribe) by the holder of such share, together with such other evidence as the Directors may require, that satisfies the Directors that such share is no longer a Relevant Share.

### **177.5 Required Disposal**

**177.5.1** The Directors may give notice to a Relevant US Holder calling for a Required Disposal of some or all of the Relevant Shares to be made within 21 days or such longer period as the Directors consider reasonable. The Directors may extend the period in which any such notice is required to be complied with and may withdraw any such notice (whether before or after the expiration of the period referred to) if it appears to them that the shares to which the notice relates are not or are no longer Relevant Shares or in any other circumstances whatsoever, in each case in their absolute discretion.

**177.5.2** If a notice given under article 177.5.1 above has not been complied with in all respects to the satisfaction of the Directors or withdrawn, the Directors shall, so far as they are able, arrange for a Required Disposal of those shares and shall give written notice of such disposal to those persons on whom such notice was served. The holder of the shares duly disposed of and all other persons interested in such shares shall be deemed irrevocably and unconditionally to have authorised the Directors to make such Required Disposal. The manner, timing and terms of any such Required Disposal made or sought to be made by the Directors (including but not limited to the price or prices at which the same is made and the extent to which assurance is obtained that no transferee is or would become a Relevant US Holder) shall be such as the Directors determine (based on advice from bankers, brokers, or other persons the Directors consider appropriate to be consulted by it for the purpose) to be reasonably obtainable having regard to all the circumstances, including but not limited to the number of shares to be disposed of; and the Directors shall not be liable to any person (whether or not a Relevant US Holder) for any of the consequences of reliance on such advice.

**177.5.3** For the purpose of effecting any Required Disposal, the Directors may:

- (i) authorise any officer or employee of the Company to execute any necessary transfer on behalf of any holder and to do all such acts and things as the Directors consider necessary or expedient to effect the Required Disposal; and/or

- (ii) convert any share from uncertificated form to certificated form,

and may enter the name of the transferee in the register in respect of the transferred shares notwithstanding the absence of any share certificate and may issue a new certificate to the transferee, and an instrument of transfer executed by any officer or employee of the Company so authorised by the Directors shall be as effective as if it had been executed by the holder of the transferred shares and the title of the transferee to the transferred shares shall not be affected by any irregularity or invalidity in the proceedings relating to the sale of such shares. The proceeds of the Required Disposal shall be received by the Company or by any person nominated by the Company whose receipt shall be a good discharge for the purchase money and shall be paid (together with interest at such rate as the Directors deem appropriate) to the former holder (or, in the case of joint holders, the first of them named in the register) upon surrender by him or on his behalf to the Company for cancellation of any certificate in respect of the transferred shares.

## **177.6 Miscellaneous**

- 177.6.1** Nothing in this article shall require the Directors to assume that any person is a Relevant US Holder unless the information contained in the Register, the registers kept by the Company under Part 22 of the Act or the Register of Relevant US Holders appears to the Directors to indicate that such person is a Relevant US Holder or the Directors have reason to believe that such person is a Relevant US Holder, in which circumstances the Directors shall make enquiries in good faith to discover whether any person is a Relevant US Holder.
- 177.6.2** The Directors shall not be obliged to give any notice otherwise required under this article to any person if they do not know either his identity or his address. The absence of such a notice in those circumstances and any accidental error in or failure to give any notice to any person to whom notice is required to be given under this article shall not prevent the implementation of, or invalidate, any procedure under this article.
- 177.6.3** Save as otherwise provided in this article, the provisions of these Articles applying to the giving of notice of meetings to members shall apply to the giving of any notice required by this article. Any notice required by this article to be given to a person who is not a member, or who is a member whose registered address is not within the United Kingdom and who has not given to the Company an address within the United Kingdom at which notices may be given to him, shall be deemed validly served if it is sent through the post in a prepaid cover addressed to that person at the address (or, if more than one, at one of the addresses), if any, at which the Directors believe him to be resident or carrying on business or to his last known address as shown in the register. Service or delivery of such notice shall be deemed to be effected at the expiration of 48 hours after the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.
- 177.6.4** Any resolution or determination of, or decision or exercise of any discretion or power by, the Directors or any of them or by the chairman of any meeting under or pursuant to the provisions of this article (including without prejudice to

the generality of the foregoing as to what constitutes enquiries made in good faith or as to the manner, timing and terms of any Required Disposal made by the Directors under article 177.5 above) shall be final and conclusive; and any disposal or transfer made, or other thing done, by or on behalf of, or on the authority of, the Directors or any of them pursuant to the foregoing provisions of this article shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Directors shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this article.

**177.6.5** Nothing in this article 177 shall constitute the Relevant US Holders as a separate class.

**177.6.6** None of the Company, any director, any officer or employee appointed by the Directors to effect any Required Disposal and any of the Company's other officers and employees, advisers and agents shall have any liability in connection with any Required Disposal, including without limitation in relation to:

- (i) his or her exercise of discretion as to whether or not to sell or transfer the Relevant Shares;
- (ii) the timing of any such sale or transfer and the manner in which such Relevant Shares are sold or transferred; and
- (iii) the price obtained for the sale or transfer of such Relevant Shares,

provided that nothing in this article 177.6.6 shall exclude any liability that any such person may have for fraud or any other matter that cannot be lawfully excluded.

**177.6.7** The Company may by Ordinary Resolution determine that the definitions of "Relevant Nominee US Holder" and "Relevant Registered US Holder" shall take effect as if the number of shares in the Company referred to therein is a number other than 20,000 and following the passing of any such ordinary resolution, this article 177 shall take effect accordingly.

**177.6.8** This article shall apply notwithstanding any provision in any other of these Articles which is inconsistent with or contrary to it.

## Index

	<b>Article No.</b>	<b>Page No.</b>
Accounts .....	161-162	53
Auditors .....	163-164	53
Authentication of Documents .....	142	47
Borrowing Powers .....	129-130	44
Capitalisation of Profits and Shares .....	157-158	50-51
Corporations acting by Representatives .....	93	31
Directors .....	94-105	31-36
Alternate .....	116-119	39
Appointment and Retirement of .....	106-115	36-38
Departmental, Divisional or Local .....	137	46
General Powers of .....	131-135	44-45
Meetings and Proceedings of.....	120-128	39-43
Dividends .....	144-156	47-50
Evidence of Title to Securities .....	24	11
Forfeiture and Lien .....	36-43	14-15
General Meetings .....	56-57	20
Notice of .....	58-59	21
At more than one place .....	60-64	22
Proceedings at .....	65-79	23-26
Indemnity and Insurance .....	175-176	57
Limited Liability .....	4	6
Minutes .....	159-160	52-53
Notices.....	165-172	54-56
Objects.....	3	6
Preliminary.....	1-2	1-5
President .....	136	46
Proxies .....	86-92	30-31
Reserves .....	143	47
Sale of Shares of Relevant US Holders .....	177	58-62
Seal .....	139-141	46-47
Secretary .....	138	46



	<b>Article No.</b>	<b>Page No.</b>
Share Capital		
Alteration of.....	10-14	7-8
Variation of Rights .....	8-9	7
Share Certificates .....	25-29	11-12
Shares .....	15-23	9-11
Calls on .....	30-35	13-14
Capital .....	6	6
Income.....	5	6
Transfer of .....	44-49	16-17
Transmission of .....	50-52	18-19
Votes at General Meetings.....	7	7
Untraced Shareholders .....	53-55	19-20
Votes of Members.....	80-85	26-29
Winding Up .....	173-174	57