Company number: 3442280

THE COMPANIES ACT 1985
PUBLIC COMPANY LIMITED BY SHARES
(Incorporated on 25 September 1997)

ARTICLES OF ASSOCIATION
of
NORTHACRE PLC

Adopted by a Special Resolution of the Company passed on 9 October 1997

Amended by a Special Resolution of the Company passed on 24 May 1999

Amended by a Special Resolution of the Company passed on 8 September 2014

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1 **INTERPRETATION**

1.1 In these Articles:

"Act" means the Companies Act 1985 as amended by the Companies Act 1989.

"**ADCM Agreement**" means the consultancy agreement entered into between the Company and ADCM Ltd on 25 June 2013, as amended and restated on [●].

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

"**Auditors**" means the auditors of the Company.

"**Bad Leaver**" means a person whose employment is lawfully terminated on the grounds of conduct or capability.

"**Board"** or "**Directors**" means the directors of the Company or a quorum of the directors present at a board meeting.

"**Certified Share**" means a share which is not an uncertificated share and references to a share held in certificated form shall be construed accordingly.

"**Debenture**" and "**Debenture Holder**" include debenture stock and debenture stockholder.

"**Event**" means the date on or before 31 July 2001, on which the Turnover of the Subsidiary exceeds £2,500,000 or the occurrence of a Takeover

"**Family**" means in relation to any person, his or her spouse or civil partner and any child where such child is under the age of eighteen years, and any trust in which such individuals are trustees or beneficiaries and any company over which they have control of more than 20% of its equity or voting rights (excluding treasury shares) in a general meeting (but excluding any employee share or pension scheme where such individuals are beneficiaries rather than trustees.

"**First Event**" means the Turnover of the Subsidiary exceeding £1,500,000 in the 12 months ending 31 July 1999.

"**First Holder**" means the person to whom an "A" Share was originally issued and who is still on the relevant date an employee of the Subsidiary, or a person who becomes entitled to the "A" Shares on the death of the first mentioned person, for which purpose a person is deemed to remain an employee unless and until he becomes a Bad Leaver.

"**Group**" means the Company and its subsidiary undertakings and any holding company for the time being, and "member of the Group" and "Group Company" shall be construed accordingly;

"**Indebtedness**" means any loan, bond, note, loan stock or debenture or other obligation for borrowed monies, any liability in respect of any acceptance credit or note or bill discounting facility, any amount of consideration left outstanding by way of loan under any agreement for the sale of assets and/or the supply of services and any guarantee or indemnity in respect of any of the foregoing.

"**Liquidation**" means the making of a winding-up order by any court of England and Wales or the passing of a resolution by the shareholders of the Company that the Company or any member of the Group be wound up.

"**London Stock Exchange**" means The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited.

"**Month**" means calendar month.

"**Office**" means the registered office of the Company.

"**Regulations**" means the Uncertificated Securities Regulations 1995 (SI 1996 No 3272) (including a modification thereof or any regulations in substitution therefor made under Section 207 of the Companies Act 1989 for the time being in force.

"**Related Party**" means in relation to any of the Company, ADCM Ltd, Spadille Limited, ADCM LLC or Abu Dhabi Financial Group LLC ("ADFG"):

(a) a director or a director of any company which is its subsidiary undertaking, parent undertaking, or other subsidiary undertaking of its parent undertaking;

(b) a shareholder;

(c) a partner or partner in an limited liability partnership;

(d) an associate of (a), (b) or (c) above, being

(i) the Family of such a person;

(ii) the trustees (acting as such) or any trust of which the individual or any of the individual's Family is a beneficiary or discretionary object (other than a trust which is either an occupational pension scheme as defined in regulation 3 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or an employee's share scheme which does not, in either case, have the effect of conferring benefits on persons all or most of whom are Related Parties);

(iii) any company in whose equity shares such a person individually or take together with his or her Family (or if a director, individually or taken together with his Family and any other director of that company) are directly or indirectly interested (or have conditional or contingent entitlement to become interested) to the extent that they are or could be able:

(A) to exercise or control the exercise of 30% or more of the votes (excluding treasury shares) able to be cast at general meetings on all, or substantially all, matters; or

(B) to appoint or remove directors holding a majority of the voting rights at board meetings on all, or substantially all, matters;

(iv) any other company which is its subsidiary undertaking, parent undertaking or subsidiary of its parent undertaking;

(v) any company whose directors are accustomed to act in accordance with (a)'s instructions;

(vi) any company in the capital of which (a), either along or together with any other company within (iv) or (v) or both taken together, is (or would on the fulfilment of a condition or the occurrence of a contingency be) interested in the manner described in (iii);

(e) any person who was a director or a director of any of its subsidiary undertakings, parent undertaking or subsidiary of its parent undertaking within the 12 month period preceding the date of the relevant transaction or matter in respect of which it is necessary to determine whether a person is a Related Party;

and for the avoidance of doubt shall include Spadille Limited, ADCM Ltd, ADCM LLC and ADFG.

"**Relevant system**" means the computer based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument, and which facilitate supplementary and incidental matters in accordance with the Regulations.

"**Reorganisation**" means any capitalisation, consolidation, sub-division or reduction of the Ordinary Shares, which in the opinion of the Company's auditors, acting as experts and not arbitrators, justifies a variation in the number of Ordinary Shares with which each "A" Share may rank equally, insofar as they do not already so rank.

"**Seal**" means the common seal of the Company and, as appropriate, any official seal kept by the Company by virtue of section 40 of the Act.

"**Second Event**" means the Turnover of the Subsidiary exceeding £2,000,000 in the 12 months ending 31 July 2000.

"**Statutes**" means the Act and every other Act or statutory instrument concerning limited companies and affecting the Company.

"**Subsidiary**" means Lifestyles (Interiors) Limited, company number 2886984.

"**Takeover**" means the date on which there is a change of control of the Company pursuant to a general offer to all the shareholders of the Company, made by a person or persons and others acting in concert with him or them.

"**Third Event**" means the Turnover of the Subsidiary exceeding £2,500,000 in the 12 months ending 31 July 2001.

"**Turnover**" means the aggregate amount of sales in any accounting period of the Subsidiary of no more than 12 months' duration, being sales excluding value added tax which are properly billed and which are at the end of that accounting period reasonably recoverable.

"**Uncertificated Share**" means a share to which Article 8.2 applies and references to a share held in uncertificated form shall be construed accordingly.

"**United Kingdom**" means Great Britain and Northern Ireland.

"**In writing**" means written, printed, typewritten, lithographed or expressed in any other mode representing or reproducing words, or partly one and partly another.

"**Year**" means calendar year.

1.2 the terms "**subsidiary**", "**parent undertaking**", "**subsidiary undertaking**" and "**treasury shares**" shall be interpreted in accordance with the Act .

1.3 a "**person**" includes a legal or natural person, partnership, association, trust, company, corporation, joint venture, government, state or agency of the state or other body;

1.4 Reference to a statutory provision includes any amendment or re-enactment.

1.5 Reference in these Articles to control is construed in accordance with section 840, Income and Corporation Taxes Act 1988.

1.6 Except for the above definitions, words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

1.7 The headings are inserted for convenience and do not affect the construction of these Articles.

1.8 Any reference in these Articles to a provision of the Companies Act 1985 that is repealed and re-enacted by the Companies Act 2006, shall be deemed to be a reference to the corresponding provision in the Companies Act 2006 as identified in the Companies Act 2006 Destinations table at: http://www.legislation.gov.uk/ukpga/2006/46/pdfs/ukpgatod_20060046_en.pdf

2 TABLE A EXCLUDED

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

3 BUSINESS

Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such times as they think fit, and may be permitted by them to be in abeyance, whether

the branch or kind of business commenced or not, so long as the Directors deem it expedient not to commence or proceed with it.

4 **REGISTERED OFFICE**

The Office shall be at such place in England or Wales as the Directors appoint.

5 **CAPITAL**

5.1 The capital of the Company at the date of the adoption of this Article 5 (*Capital*) is £5,000,000 divided into 5,000,000,000 ordinary shares of 0.1p each (hereinafter, the "**Ordinary Shares**").[1]

5.2 Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued (which special rights shall not be modified or abrogated except with such consent or sanction as is provided in the Company's memorandum of association and in the next following Article), a share (whether forming part of the original capital or not) may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company by special resolution determines.

6 **MODIFICATION OF RIGHTS**

Whenever the capital of the Company is divided into different classes of shares or groups and either whilst the Company is a going concern or during or in contemplation of a winding up, the special rights attached to any class or group may be modified or abrogated, subject to the provisions of the Company's Memorandum of Association and unless otherwise provided by the terms of issue of the shares of that class or group, either with the consent In Writing of the holders of three-quarters of the issued shares of the class or group, or with the sanction of any extraordinary resolution passed at a separate general meeting of the holders (but not otherwise). The consent or resolution shall be binding upon all the holders of shares of the class or group. To every separate general meeting all the provisions of these Articles relating to, or to the proceedings at, general meetings shall, *mutatis mutandis*, apply, except that:

(a) the necessary quorum shall be two persons at least holding or representing by proxy three-quarters in nominal amount of the issued shares of the class or group;

(b) any holder of shares in the class or group present in person or by proxy may demand a poll; and

(c) the holders of shares of the class or group shall, on a poll, have one vote in respect of every share of the class or group held by them respectively. The special rights conferred upon the holders of any shares or class or group of shares issued with preferred or other rights shall not, unless otherwise expressly provided by the conditions of issue, be deemed to be modified by the creation or issue of further shares ranking *pari passu* with them.

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[1] By a special resolution passed on 9.10.97 each issued and unissued ordinary share of 1 p of the company was sub-divided into ten ordinary shares of 0.1p (one tenth of a penny).

7 **SHARES**

7.1 Subject to the provisions of the Statutes and any restrictions contained in these Articles, the Directors may in accordance with any direction given by the Company by way of special resolution in general meeting allot, grant options over, or otherwise dispose of shares or rights to subscribe for, or to convert any security into, shares to such persons (including a Director) and on such terms as they think fit, but no share shall be issued at a discount.

7.2 The Directors are authorised:

(a) to issue any securities of the Company in uncertificated form; and

(b) to convert any securities of the Company into uncertificated form,

in accordance with the companies legislation, including any regulations which, after the date on which this Article 7 (*Shares*) is adopted, may be made under section 207 of the Companies Act 1989.

7.3 The Directors may convert all or any Ordinary Shares into uncertificated securities in accordance with the Act and the Regulations without the necessity of any further resolution being passed by the holders of the Ordinary Shares unless the rights and obligations of the holder of Ordinary Shares may be thereby affected in which case a special resolution is required prior to any conversion of any Ordinary Shares into uncertified securities.

7.4 Subject to Article 7.5(a), the holder of an "A" Share:

(a) is not entitled to receive notice of or to attend and vote at general meetings of the Company;

(b) does not have any right at any time to receive any part of the profits of the Company which are available for distribution;

(c) does not have any right in the event of a winding up of the Company or other return of capital to be paid any sum, other than the amount paid up or credited as paid up on each "A" Share then in issue which will be payable only when £10,000 has been paid to the holder of each Ordinary Share.

7.5

(a) Each "A" Share will rank equally in all respects with one Ordinary Share upon:

(i) the occurrence of the Event;

(ii) the First Holder remaining an employee of the Subsidiary until the expiry of the year from the issue of the "A" Shares and then not being under notice to quit as a Bad Leaver; and

(iii) the First Holder having remained the beneficial holder of all the "A" Shares during the period of one year from the date of issue.

(b) If the Event has not occurred prior to the occurrence of the First Event, 100,000 of the "A" Shares, being those numbered between 1 and

100,000, will rank equally in all respects with any equal number of Ordinary Shares upon the occurrence of the First Event if:

(i) the First Holder remains an employee of the Subsidiary until the expiry of one year from the issue of the "A" Shares;

(ii) on that expiry date the First Holder is not under notice to quit as a Bad Leaver; and

(iii) the "A" Shares are owned beneficially by the First Holder between their date of issue and 31 July 1999.

(c) Unless the Event has already occurred, 100,000 of the "A" Shares, being from those numbered between 100,001 and 200,000 rank equally in all respects with an equal number of Ordinary Shares immediately upon the occurrence of the Second Event if:

(i) on that expiry date the First Holder is not under notice to quit as a Bad Leaver; and

(ii) the "A" Shares are owned beneficially by the First Holder during the period of 12 months ending on 31 July 2000.

(d) Unless the Event has already occurred 100,000 of the "A" Shares, being from those numbered between 200,001 and 300,000 rank equally in all respects with an equal number of the Ordinary Shares immediately upon the occurrence of the Third Event if:

(i) on that expiry date the First Holder is not under notice to quit as a Bad Leaver; and

(ii) the "A" Shares are owned beneficially by the First Holder during the period of 12 months ending on 31 July 2001.

(e) If there is a Reorganisation, the Company will issue to each holder of an "A" Share, which at that date does not rank equally with an Ordinary Share, such number of "A" Shares as will, in the opinion of the Directors, be fair and reasonable in all respects and the provisions of Article 7.5(b), Article 7.5(b)(iii) and Article 7.5(c) will be adjusted accordingly.

(f) If the First Holder sells any "A" Shares, when they rank equally with an Ordinary Share, to a purchaser with whom that First Holder is not connected within the meaning of section 839 Income and Corporation Taxes Act 1988, each such "A" Share sold will upon being registered in the name of such purchaser automatically convert into and be re-designated as an Ordinary Share.

7.6 The Company, in connection with the issue of any share, may by way of special resolution exercise the powers of paying commissions conferred or permitted by the Statutes provided that the percentage rate or the amount of the commission paid or agreed to be paid is disclosed as required by law and does not exceed the rate of 10% of the issue price of the shares in respect of which it is paid. Where permitted by the Statutes and also where approved by special resolution, (i) the commission may be satisfied wholly or partly by the allotment of fully or partly paid shares, and (ii) the Company may also on an issue of shares pay such brokerage as is lawful.

7.7 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust. The Company shall not be bound by or be compelled in any way to recognise (even when having notice) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except as otherwise provided by these Articles or as by law required or under any order of court) any other rights in respect of an share except any absolute right to the entirety of it in the registered holder. The Company shall not be bound to register more than four persons as the joint holders of a share (except in the case of executors or trustees of a deceased member).

8 CERTIFICATES

8.1 Subject to Article 8.2 every person, except a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange in respect of whom the Company is not by law required to complete and have ready for delivery a certificate, whose name is entered as a member in the register of members shall be entitled without payment to receive within two months after allotment or Lodgement of transfer (or within such other period as the conditions of issue provide) one certificate for all his shares of each class of shares held by him or, upon payment of such sum not exceeding El for every certificate after the first as the Directors determine, several certificates, each for one or more of his shares. Shares of different classes may not be included in the same certificate. Where a member who is entitled to a certificate has transferred part of the shares comprised in his holding he shall be entitled to a certificate for the balance of his holding free of charge. Every certificate for shares shall be issued under the Seal or in such other manner as the Directors, having regard to the terms of issue, the Statutes and any applicable regulations of the London Stock Exchange, may authorise. The certificate shall specify the shares or securities to which it relates and the amount paid up and (subject as provided below) shall bear the autographic signatures of at least one Director and the Secretary provided that the Directors may by resolution determine that such signatures, or either of them, shall be dispensed with or shall be affixed by such other person as may be authorised by the Directors or some method or system of mechanical signature. In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate. Delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

8.2 Unless otherwise determined by the Directors and permitted by the Regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument by virtue of the Regulations. The Directors shall have power to implement any arrangements they may, in their absolute discretion, think fit in relation to the evidencing and transfer of uncertificated shares (subject always to the Regulations and the facilities and requirements of the relevant system concerned).

8.3 Conversion of certificated shares into uncertificated shares and vice versa, may be made in such manner as the Directors, may in their absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned).

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

or joint holders in certificated form and uncertificated form shall be treated as separate holdings.

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

8.6 The Company shall not be bound to register more than four persons as the joint holders of a share, except in the case of executors or trustees of a deceased member.

8.7 The provisions of Articles 8.1 and Article 8.8 shall not apply to uncertificated shares.

8.8 If a share certificate is worn out, defaced, lost or destroyed it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of any exceptional out-of-pocket expenses of the Company in investigating the evidence and preparing the indemnity as the Board thinks fit and, in case of defacement, on delivery of the old certificate to the Company.

9 LIEN

9.1 Subject to the provisions of section 150 of the Act the Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies, whether presently payable or not, called or payable at a fixed time in respect of the share whether the period for the payment has actually arrived or not, and notwithstanding that it is the joint debt or liability of the member or his estate and any other person, whether a member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends or other monies payable on or in respect of it, together with any interest or expenses which may have accrued. The Directors may resolve that any share is wholly or in part exempt from the provisions of this Article 9 (*Lien*).

9.2 The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, has been given to the holder of the share or the person entitled to it by reason of his death or bankruptcy.

9.3 To give effect to the sale the Directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser. The purchaser shall be registered as the holder of the shares and he shall not be bound to see to the application of the purchase money and his title to the shares shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale. The net proceeds of sale, after payment of the costs of sale, shall be applied in or towards payment or satisfaction of the debt or liability in respect of which the lien exists, as far as it is presently payable. Any residue shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the time of the sale.

10 CALLS ON SHARES

10.1 The Directors may make calls upon the members in respect of any monies (whether on account of the nominal value of the shares or by way of premium)

unpaid on their shares and not by the conditions of allotment made payable at fixed times, provided that (except as otherwise fixed by the conditions of application or allotment) no call on any share may exceed one-quarter of the nominal amount of the share or be payable within 14 days from the last call. Each member shall (subject to receiving at least 14 days' notice specifying the time and place of payment) pay to the Company at the time and place specified the amount called on his shares. A call may be revoked or postponed as the Directors determine.

10.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising it was passed. A call may be made payable by instalments.

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

10.4 If a call or instalment payable in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest on it from the day appointed for payment to the time of actual payment at such rate, not exceeding 15% per annum, as the Directors determine. He shall also pay all costs, charges and expenses which the Company has incurred or become liable for in order to procure payment of or in consequence of the non-payment of the call or instalment. The Directors shall be at liberty to waive payment of the interest, costs, charges and expenses, wholly or in part.

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

10.6 The Directors may, on the issue of shares, differentiate between the holders in the amount of calls to be paid and the times of payment.

10.7 The Directors may receive from any member all or any part of the money unpaid upon the shares held by him beyond the sums actually called up as a payment in advance of calls. The payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced. Upon the money received, or so much of it as exceeds the amount of the calls then made upon the shares in respect of which it has been received, the Company may pay interest at such rate as the member and the Directors agree. The member shall not be entitled to participate in respect of the advance in a dividend subsequently declared. The Director may repay the amount advanced upon giving to the member one month's notice in writing.

11 TRANSFER OF SHARES

11.1 All transfers of certificated shares may be effected by transfer In Writing in any usual or common form, or in any other form approved by the Directors.

11.2 All transfers of uncertificated shares shall be made in accordance with and be subject to the Regulations and the facilities and requirements of the relevant system concerned and, subject thereto, in accordance with any arrangements made by the Directors pursuant to Article 8.2.

11.3 The instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and (in the case of a partly paid share) the transferee. The transferor shall be deemed to remain the holder of the certificated share until the name of the transferee is entered in the register of members in respect of it. Transfers of certificated shares and other documents relating to or affecting the title to any shares shall be registered without payment of any fee. All instruments of transfer which are registered shall be retained by the Company.

11.4 The Directors may, in their absolute discretion and without assigning any reason, decline to register any transfer of, or which includes, certificated shares which are not fully paid to a person of whom they do not approve (provided that such power is not exercised so as to prevent dealings in the certificated shares from taking place on an open and proper basis). They may also decline to register any transfer of certificated shares upon which the Company has a lien. The Directors may also decline to register any instrument of transfer, unless:

(a) the instrument of transfer, duly stamped, is deposited at the Office or such other place as the Directors may appoint accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) the instrument of transfer is in respect of only one class of share; and

(c) in the case of a transfer to joint holders, they do not exceed four in number,

11.5 The Directors may also refuse to register a transfer of uncertificated shares in such other circumstances as may be permitted by the Regulations and the requirements of the relevant system concerned.

11.6 If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal and any instrument of transfer of certificated shares which the Directors decline to register shall (except in the case of fraud) be returned to the person depositing it or, in the case of uncertificated shares the date on which the appropriate instruction was received by or on behalf of the Company, in each case in accordance with the facilities and requirements of the relevant system concerned.

11.7 The register of transfers may be closed at such times and for such periods (not exceeding 30 days in any year) as the Directors determine.

11.8 Subject to section 80 of the Act, nothing in these Articles shall preclude the Directors from allowing the allotment of any share to be renounced by the allottee in favour of some other person. For all purposes of these Articles relating to the registration of transfers of shares, this renunciation shall be deemed to be a transfer and the Directors shall have the same power of refusing to give effect to it as if the renunciation were a transfer.

11.9 The Company shall be entitled to destroy:

(a) all instruments of transfer of shares and all other documents on the faith of which entries are made in the register of members at any time after the expiration of six years from the date of registration;

(b) all dividend mandates and notifications of change of name or address at any time after the expiration of two years from the date of recording;, and

(c) all share certificates which have been cancelled at any time after the expiration of one year from the date of cancellation. If the Company destroys a document in good faith and without notice of any claim (regardless of the parties) to which the document might be relevant, it shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, every share certificate so destroyed was a valid and effective document duly and properly cancelled and every other document mentioned above so destroyed was a valid and effective document in accordance with the recorded particulars in the books or records of the Company. Nothing in this Article 11 (*Transfer of Shares*) shall be construed as imposing upon the Company any liability in respect of the destruction of any document at an earlier date than that provided above or if the condition as to good faith and absence of notice is not met. References in this Article 11 (*Transfer of Shares*) to the destruction of any document include references to its disposal in any manner.

11.10 References herein to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system concerned relating to the transfer of such shares.

11.11 In relation to uncertificated shares, the provisions herein shall apply only to the extent the same are consistent with the Regulations.

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

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

12 TRANSMISSION OF SHARES

12.1 In the case of the death of a member the survivor or survivors 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 shares. Nothing in this Article 12 (*Transmission of shares*) shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

12.2 Subject to any other provisions of these Articles, any person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of the law may, upon such evidence as to his title being produced as may be required by the Directors and subject as provided below, either be registered himself as holder of the share or elect to have some person nominated by him registered as transferee.

12.3 Subject to any other provisions of these Articles, if the person becoming entitled as above elects to be registered himself, he shall give to the Company notice In Writing to that effect. If he elects to have his nominee registered, he must execute in favour of his nominee a transfer of the share. All the limitations, restrictions and

provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to the notice or transfer as if the event giving rise to the transmission had not occurred and the notice or transfer were a transfer executed by the member.

12.4 Subject to any other provisions of these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member may, at the discretion of the Directors, receive and give a discharge for any dividends or other monies becoming payable in respect of the share but shall not otherwise be entitled to receive notices of or to attend or vote at meetings of the Company or to any of the rights or privileges of a member until he has become a member in respect of the share. If he fails either to transfer the share or to elect to be registered as a member in respect of it within 60 days of being required by the Directors to do so, he shall in the case of shares which are fully paid up be deemed to have elected to be registered as a member in respect of them and may be registered accordingly.

13 FORFEITURE OF SHARES

13.1 If a member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for payment, the Directors may, whilst any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any accrued interest and any costs, charges and expenses incurred by the Company by reason of the non-payment.

13.2 The notice shall name a further day (not being less than seven days from the date 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 at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. The Directors may accept the surrender of any share liable to be forfeited and, in such cases, references in these Articles to forfeiture shall include surrender.

13.3 If the requirements of the notice are not complied with, any share in respect of which it has been given may before payment of all calls and interest and expenses due in respect of it has been made be forfeited by a resolution of the Directors. Forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture.

13.4 A forfeited share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder or entitled to it, or to any other person, upon such terms, and in such manner as the Directors think fit. At any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Directors think fit, subject always to the provisions of section 146 of the Act.

13.5 A shareholder whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall remain liable to pay to the Company all sums which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with interest from the date of forfeiture until payment at such rate not exceeding 15% per annum as the Directors determine. The Directors shall be at liberty to waive payment of interest wholly or in part and may enforce payment without any allowance for the value of the shares at the time of forfeiture.

13.6 When a share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any failure to give notice.

13.7 A statutory declaration in writing that the declarant is a director or the secretary of the Company and that a share has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal, together with the relevant share certificate delivered to a purchaser or allottee shall (subject to the execution of a transfer if required) constitute a good title to the share. The person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the share. Every Director is authorised to execute on behalf of the shareholder whose share is forfeited a proper instrument of transfer of the share.

13.8 The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if it had been payable by virtue of a call duly made and notified.

14 UNTRACED SHAREHOLDERS

14.1 The Company may sell (in such manner and for such price as the Directors think fit) the shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy if:

(a) during the period of 12 years prior to the date of the publication of the advertisements referred to in paragraph 14.1(b) (or, if published on different dates, the first date), being a period during which at least three dividends have been payable, all warrants and cheques in respect of the shares in question sent in the manner authorised by these Articles have remained uncashed; and

(b) the Company on expiry of the period of 12 years has inserted advertisements in a national daily newspaper and a newspaper circulating in the area in which the last known address of the member or the address at which service of notices may be effected in accordance with these Articles is located giving notice of its intention to sell the shares; and

(c) during the period of 12 years and the period of three months following the publication of the advertisements, or following the later publication if the two advertisements are published on different dates, the Company has received no indication either of the whereabouts or of the existence of the member or person; and

(d) notice has been given to the London Stock Exchange of its intention to make the sale.

14.2 To give effect to a sale the Company may appoint any person to execute as transferor an instrument of transfer of the shares. The instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, the shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings. 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 for an amount equal to the proceeds and shall enter the name of the former member or other person in the books of the Company as a creditor for that amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of it 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 in its holding company, if any) as the Directors think fit.

15 STOCK

15.1 The Company may by special resolution convert any paid-up shares into stock, or re-convert any stock into paid-up shares of any denomination.

15.2 The holders of stock may transfer all or any part in the same manner, and subject to the same regulations as and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit. The Directors may fix the minimum amount of stock (not exceeding the nominal amount of the shares from which the stock arose) which is transferable, in which case no stock shall be transferable except in sums of, or in multiples of, the minimum amount. No warrants to bearer shall be issued in respect of any stock.

15.3 The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, participation in assets on a winding-up, voting at meetings and other matters as if they held the shares from which the stock arose. No privilege or advantage (except participation in dividends and in assets on a winding-up) shall be conferred by any stock as would not have been conferred if it existed in shares.

15.4 All the provisions of these Articles (other than those relating to share warrants) which are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholding" include "stock" and "stockholder".

15.5 The Directors may issue warrants ("share warrants") in respect of fully paid up shares stating that the bearer is entitled to the shares specified, and may provide by coupons or otherwise for the payment of future dividends on the shares included in the warrants. The Directors may determine and vary the conditions upon which share warrants are issued and upon which a new share warrant or coupon is issued in the place of one worn out, defaced or destroyed. No new share warrant or coupon shall be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed. The Directors may also determine and vary the conditions upon which the bearer of a share warrant is entitled to receive notices of and attend and vote at general meetings or to join in requisitioning general meetings, and upon which a share warrant may be surrendered and the name of the holder entered in the register in respect of the shares specified in it. The Directors may require the holder or person who claims to be the holder of a share warrant to produce his warrant and to satisfy them that he continues to be the holder. Subject to such conditions and to these Articles, the bearer of a share warrant shall be a member to the full extent. The holder of a share warrant shall hold it subject to the conditions for the time being in force with regard to share warrants whether made before or after the issue of such warrant.

16 INCREASE OF CAPITAL

16.1 The Company in general meeting may by special resolution increase its capital by such sum, to be divided into shares of such amounts, as the resolution prescribes.

16.2 Unless the Company by special resolution otherwise directs, any new shares proposed to be issued and allotted shall be offered in the first instance in accordance with section 89 of the Act to all the shareholders for the time being, on the same or on more favourable terms than those offered or to be offered to persons other than shareholders, in proportion to the number of shares of the same class held by them.

16.3 The new shares shall be subject to the provisions of these Articles with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise.

16.4 For the avoidance of doubt, this clause 16 must be read subject to Article 24(a).

17 PURCHASE OF OWN SHARES

17.1 Subject to, and in accordance with, the provisions of the Statutes and subject to paragraphs 17.2 and 17.3, the Company may purchase its own shares (including any redeemable shares).

17.2 The Company may not purchase its own shares if at the time of purchase there are outstanding any convertible securities of the Company, unless the purchase has been sanctioned by an extraordinary resolution passed at a separate class meeting of the holders of the convertible securities.

17.3 Purchases by the Company of its own redeemable shares shall, where the shares are listed on the London Stock Exchange, be limited to a maximum price which, in the case of purchases through the market or by tender, does not exceed the average of the middle market quotations taken from the London Stock Exchange Daily Official List for the ten business days before the purchase is made or, in the case of a purchase through the market, at the market price, provided that it is not more than 5% above such average. If the purchases are by tender, tenders shall be made available to all holders of the shares alike.

18 ALTERATION OF CAPITAL

18.1 The Company may by special resolution:

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the nominal amount of the shares cancelled, subject to the provisions of sections 146-149 of the Act; and

(c) sub-divide all or any of its shares into shares of smaller amount than is fixed by the Memorandum of Association and the resolution may determine that, as between the holders of the shares resulting from the sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares.

18.2 Upon a consolidation of fully paid shares into shares of larger amount the Directors may settle, if approved by a special resolution passed at a general meeting of the Company, any difficulty which arises and in particular may, as between the holders of shares consolidated, determine which shares are consolidated into each consolidated share. In the case of any shares registered in the name or names of one or more members being consolidated with shares registered in the name or names of another member or members, the Directors may make such arrangements for the sale of the consolidated share or for the issue, acceptance or sale of fractional certificates and may sell the consolidated share or the fractions represented by fractional certificates, either upon the market or otherwise, to such person or persons at such times and at such prices as they think fit, The Directors shall distribute the net proceeds of sale among the members rateably in accordance with their interests in the consolidated share or the fractions represented by the fractional certificates save where the amount to be distributed in respect of any individual holding of Ordinary Shares amounts to less than £3.00 (or such greater amount as the London Stock Exchange shall from time to time permit), in which case any such amount may be retained for the benefit of the Company. For the purpose of giving effect to a sale the Directors may appoint some person to transfer the shares or fractions sold to the purchasers. For the avoidance of doubt, no shareholder's interest shall be diluted by way of the operation of this Article 18.2, unless approved by special majority.

18.3 The Company may by special resolution reduce its share capital and any capital redemption reserve fund or any share premium account in any manner subject to any conditions and consents required by law.

19 REDEEMABLE SHARES

The Company may by special resolution create and sanction the issue of shares which are, or at the option of the Company or the holder are to be liable, to be redeemed, subject to and in accordance with the provisions of the Statutes. The special resolution sanctioning the issue shall also make such alterations to these Articles as are necessary to specify the terms on which and the manner in which the shares are to be redeemed.

20 GENERAL MEETINGS

20.1 A general meeting shall be held in each year at such time (within a period of not more than 15 months after the holding of the last preceding meeting) and place as may be determined by the Directors. The general meetings referred to in this Article 20 (*General meetings*) shall be called annual general meetings. All general meetings other than annual general meetings shall be called extraordinary general meetings.

20.2 The Directors may convene an extraordinary general meeting whenever they think fit. On the requisition of members in accordance with the Statutes, the Directors shall convene an extraordinary general meeting. Whenever the Directors convene an extraordinary general meeting on the requisition of members, they shall convene it for a date not more than six weeks after the date when the requisition is deposited at the Office (unless the requisitionists consent In Writing to a later date being fixed). If there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

21 NOTICE OF GENERAL MEETINGS

21.1 In the case of the annual general meeting or of a meeting convened to pass a special resolution at least 21 clear days' notice and in other cases at least 14 days' notice must be given (exclusive in each case of the day on which the notice is served or deemed to be served and of the day for which the notice is given). The notice shall specify the place, the day and the hour of meeting (and in the case of an annual general meeting shall specify the meeting as such) and state with reasonable prominence that a member entitled to attend and vote is entitled to appoint a proxy, who need not also be a member, to attend and vote instead of him. In the case of special business, the notice must specify the general nature of the business (and, in the case of a meeting convened for passing a special or extraordinary resolution, the intention to propose the resolution as a special or extraordinary resolution as the case may be). The notice shall be given to the Auditors and the Directors and to such members as are, under these Articles, entitled to receive notices from the Company. With the consent in Writing of all, or such less number as is required by the Statutes, of the members entitled to attend and vote, a meeting may be convened by a shorter notice and in such manner as those members think fit. The Company shall comply with the provisions of the Statutes as to giving notice of resolutions and circulating statements on the requisition of members.

21.2 The accidental omission to give notice of any meeting, or to send a form of proxy with a notice where required by these Articles, or the non-receipt of a notice or form of proxy, shall not invalidate the proceedings at any general meeting.

22 PROCEEDINGS AT GENERAL MEETINGS

22.1 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of declaring dividends, the reading and consideration and adoption of the accounts and balance sheet and the ordinary reports of the Directors and Auditors and other documents required to be annexed to the balance sheet, the re-election of Directors retiring, the election of Directors in the place of those retiring, and the appointment of and the fixing of the remuneration of the Auditors.

22.2 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Except as otherwise provided in these Articles, two members present in person or by proxy and entitled to vote shall be a quorum for all purposes. A corporation which is a member shall be deemed to be personally present for the purpose of this Article 22 (*Proceedings at general meetings*) if represented by its representative duly authorised in accordance with Article 23.9.

22.3 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors determine.

22.4 The chairman (if any) of the Board or in his absence, a deputy chairman (if any) shall preside as chairman at every general meeting. If there is no chairman or deputy chairman, or if at any meeting neither the chairman nor a deputy chairman is present within five minutes after the time appointed for holding it, or if neither of them is willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines

to take the chair, the persons present and entitled to vote on a poll may elect one of their number to be chairman.

22.5 The chairman may, with the consent of any meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. It shall not otherwise be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

22.6 At a general meeting a resolution put to the vote shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded by the chairman or by at least three members present in person or by proxy and entitled to vote or by a member or members entitled to vote and holding or representing by proxy at least one-tenth part of the total voting rights of all the members having the right to vote at the meeting or by a member or members holding shares conferring a right to vote at the meeting on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right. Unless a poll is demanded as above, 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 the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

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

22.8 If a poll is duly demanded, it shall be taken at such time (either at the meeting at which the poll is demanded or within 30 days of the meeting) and place and in such manner as the chairman directs (including the use of ballot or voting papers or tickets). The result of a poll shall be deemed to be the resolution of a meeting at which the poll was demanded. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. No notice need be given of a poll not taken immediately. The chairman may appoint scrutineers and may adjourn the meeting to some place and time fixed by him for declaring the result of the poll. The demand for a poll may be withdrawn before the close of the meeting or the taking of the poll, whichever is the earlier, but, if a demand is withdrawn, the chairman of the meeting or other members entitled to require a poll may himself or themselves demand a poll.

22.9 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to any votes to which he may be entitled as a member.

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

23 VOTES OF MEMBERS

23.1 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member, who (being an individual) is present in person or (being a corporation) is present by a

representative not being himself a member, shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

23.2 Where there are joint holders of a share, any one of them may vote at any meeting either personally or by proxy in respect of the share as if he were solely entitled to it, but if more than one joint holder is present at a meeting either personally or by proxy, that one of them whose name stands first in the register of members in respect of the share shall alone be entitled to vote in respect of it.

23.3 A member, in respect of whom an order has been made by a competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs, may vote, whether on a show of hands or on a poll, by any person authorised to do so on his behalf and that person may on a poll vote by proxy, provided that such evidence as the Directors require of his authority has been deposited at the Office not less than three days before the time for holding the meeting.

23.4 No member shall be entitled to vote at any general meeting either personally or by proxy, or to exercise any privilege as a member, unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

23.5 A member holding unclassified shares shall be entitled to vote at any general meeting in respect of those shares, provided that no ordinary share is in issue.

23.6 No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered. Every vote not disallowed at the meeting shall be valid for all purposes. An objection made in due time shall be conclusive.

23.7 On a poll votes may be given either personally or by proxy.

23.8 The instrument appointing a proxy must be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation either under its common seal or under the hand of an officer or attorney so authorised. The Directors may, but shall not be bound to, require evidence of the authority of the officer or attorney. A proxy need not be a member of the Company.

23.9 A corporation holding shares conferring the right to vote may, by resolution of its directors or other governing body, authorise any of its officials or any other person to act as its representative at any meeting of the Company or at any meeting of holders of any class of shares of the Company. The authorised person shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual member of the Company.

23.10 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of the power or authority, must be deposited, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, at the Office or at such other place as is nominated by the Board. In default the instrument of proxy shall not be treated as valid.

23.11 An instrument of proxy must be in a common form or form which the Directors approve. Proxies need not be witnessed. The proxy shall be deemed to include the right to demand or join in demanding a poll and generally to act at the meeting for the member giving the proxy. The proxy shall, unless it states the contrary, be

valid for an adjournment of the meeting as well as for the meeting to which it relates.

23.12 A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or incapacity of the principal or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation In Writing of the death, incapacity, revocation or transfer has been received at the Office at least 48 hours before the commencement of the meeting or adjourned meeting at which the proxy is used.

23.13 If a member, or a person appearing to be interested in shares held by a member, has been duly served with a notice under section 212 of the Act and is in default for the prescribed period in supplying to the Company the required information, the Directors may at any time, by notice (a "direction notice") to the member, direct that in respect of the shares in relation to which the default occurred (the "default shares") the member is not entitled to attend or vote, either personally or by proxy, at a general meeting or a meeting of the holders of any class of shares of the Company.

23.14 Where the default shares represent at least 0.25% of the issued shares of a class, the direction notice may additionally direct:

(a) that any dividend (including shares issued in lieu of dividend) or other money which would otherwise be payable in respect of each of the default shares shall (in whole or part) be retained by the Company without any liability to pay interest when the dividend or money is paid to the member;

(b) that no transfer of the default shares be registered unless:

(i) the member is not himself in default as regards supplying the information required; and

(ii) the transfer is of part only of the members 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 is a default share.

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

23.16 A direction notice shall have effect in accordance with its terms for so long as the default in respect of which it was issued continues and (unless the direction notice otherwise determine) for a further period of one week but shall cease to have effect in relation to any default shares which are transferred by the member by means of an approved transfer.

23.17 For the purpose of this Article 23 (*Votes of members*):

(a) a person shall be treated as appearing to be interested in shares if the member holding the shares has given to the Company a notification under section 212 which either:

(i) names that person as being interested; or

(ii) fails to establish the identifies of those interested in the shares and (after taking into account the notification and any other relevant section 212 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;

(b) the prescribed period is 28 days from the date of service of the notice under section 212 except that, if the default shares represent at least 0.25% of the issued share of a class, the prescribed period is 14 days; and

(c) a transfer of shares is an approved transfer if:

(i) it is a transfer of shares of an offeror by way or in pursuance of acceptance of a take-over offer for a company (as defined in section 14 of the Companies Securities (Insider Dealing) Act 1985); or

(ii) the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares to a *bona fide* party unconnected with the member and with other persons appearing to be interested in the shares; or

(iii) the transfer results from a sale made through a recognised investment exchange as defined in the Financial Services Act 1986 or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded.

23.18 Nothing contained in this Article 23 (*Votes of members*) shall limit the power of the Directors under section 216 of the Act.

24 MATTERS REQUIRING A SPECIAL RESOLUTION

Notwithstanding the provisions of these Articles, the following actions and matters shall not be effected by the Company without the prior approval, by way of a special resolution, of the shareholders passed at a general meeting of the Company:

(a) The creation of any new class of shares in the Company;

(b) any increase or other variation of the Company's authorised or issued share or loan capital or any creation or grant of options over, or any right to subscribe for, or to convert any security into, shares of the Company (whether or not for non-cash consideration, as part of an employee share scheme or in relation to the allotment of bonus shares) or any like transaction that would or could directly or indirectly have a dilutive effect on the shareholdings of minority shareholders in the Company. Any transaction which is effected by the Company in contravention of Article 24(a) and this Article 24 (b) shall be void. In such circumstances no change to the share register may be made, and no voting rights shall be obtained or transferred, pursuant to the transaction in question;

(c) the Company or any of its subsidiaries creating, varying, replacing or renewing any Indebtedness (other than normal trade credit given on arms-length terms) to or from a Related Party;

(d) any creation or grant by the Company or any of its subsidiaries of a fixed or floating charge, lien (other than a lien arising by operation of law) mortgage, or other encumbrance or security interest over or in respect of any shares, or interest in shares, of the Company or of all or part of the undertaking, property or assets of any member of the Group:

(i) for the purpose of securing any Indebtedness of a Related Party; or

(ii) in favour of any Related Party;

(e) the acquisition of any share capital, loan capital, or business undertaking of any Related Party, or the entry into any partnership or joint venture, by the Company or any of its subsidiaries with a Related Party or a contract or arrangement for profit sharing with a Related Party;

(f) the sale, transfer or disposal by the Company or any of its subsidiaries (in one or a series of related transactions), or the entry into by the Company or any of its subsidiaries of an agreement to sell, transfer or otherwise dispose of the whole or a part of its business, undertaking or assets with a value in excess of £10,000, in each case to a Related Party;

(g) the effecting of any Liquidation or dissolution of the Company or the passing of any resolution to voluntarily wind up the Company;

(h) save in respect of (a) any distributions made by the Company to its shareholders in accordance with the provisions of these Articles and/or the Act, and/or the Companies Act 2006 (as amended from time to time), and (b) any payment made by the Company under the terms of the ADCM Agreement to the extent that such payment does not require approval by special resolution of the shareholders under Article 24(g), the making of a direct or indirect payment by the Company or any of its subsidiaries to any Related Party, and the Company and its Directors shall use their best endeavours to ensure that no Related Party of the Company shall cause or effect such a transfer to be effected (for the avoidance of doubt, a special resolution shall not be required in respect of remuneration (whether in cash, shares or otherwise) of the Chief Executive Officer or any Non-Executive Director of the Company which has been approved by way of a unanimous decision of the Remuneration Committee (with such committee comprising a majority of Non-Executive Directors));

(i) any change to, extension or renewal of, the ADCM Agreement and any increase in any fees or other payments or benefits that may become payable by the Company under any clause of the ADCM Agreement;

(j) the entry into by the Company or any of its subsidiaries (or the variation, replacing or renewing) of any agreement or arrangement with any person not on arm's length terms; and:

(k) the entry into by the Company of any of its subsidiaries (or the variation, replacing or renewing) of any agreement or arrangement with any Related Party, except agreements where the Company or any of its subsidiaries is solely a receiver of fees for development management/advisory activities done by the Company.

25 DIRECTORS

25.1 Unless and until otherwise determined by the Company in general meeting, the Directors (disregarding alternate directors) must not be less than two or more than fifteen in number.

25.2 The Directors shall each be paid out of the funds of the Company by way of remuneration for their services £5,000 per annum or, if greater, such sums as the Company may by ordinary resolution determine except where a Special Resolution is required by virtue of Article 24. Any Director holding office for less than a year or other period for which remuneration is paid shall rank in the division in proportion to the fraction of the year or other period during which he has held office. The remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or committees of the Directors or general meetings of the Company or in connection with the business of the Company.

25.3 Subject to the provisions of these Articles and without prejudice to the powers of the Directors under these Articles to appoint any person to be a Director, the Company may by ordinary resolution elect any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but the total number of Directors must not at any time exceed any maximum number fixed by or in accordance with these Articles.

25.4 Any Director who at the request of the Board performs special services or goes or resides abroad for any purposes of the Company may (unless otherwise expressly resolved by the Company in general meeting) receive such extra remuneration by way of salary, percentage of profits or otherwise as the Board determines.

25.5 No shareholding qualification for Directors is required.

25.6 Each Director may attend and speak at any general meeting of the Company.

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

(a) if (not being an executive Director whose contract precludes resignation) he resigns his office by notice In Writing left at the Office;

(b) if he becomes bankrupt or has a receiving order made against him or compounds with his creditors;

(c) if he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office should be vacated;

(d) if he is absent from meetings of the Directors for six months without leave, and his alternate Director (if any) does not during that period attend in his stead, and the Directors resolve that his office should be vacated;

(e) if he is removed or becomes prohibited from being a Director under any provision of the Statutes;

(f) if he is requested In Writing by all the other Directors to resign his office.

25.8 A Director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon

such terms as the Board determines and may be paid such extra remuneration for it (whether by way of salary, commission, participation in profits or otherwise) as the Board determines. The extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.

25.9 A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were a Director.

25.10 A Director may be or become a director or other officer of, or otherwise interested in, a company promoted by the Company or in which the Company is interested, and shall not be liable to account to the Company or the members for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in that company. The Board may cause the voting power conferred by the shares in another company held or owned by the Company to be exercised in such manner as it thinks fit, including the exercise in favour of a resolution appointing any of the Directors to be directors or officers of that company, or voting or providing for the payment of remuneration to the directors or officers of that company.

25.11 A Director shall not vote or be counted in the quorum on a resolution of the Board concerning his own appointment as the holder of an office or place of profit with the Company or another company in which the Company is interested (including the arrangement or variation of its terms or its termination).

25.12 Where arrangements are under consideration concerning the appointment (including the arrangement or variation of the terms or the termination of the appointment) of two or more Directors to offices or places of profit with the Company or another company in which the Company is interested, a separate resolution may be put in relation to each Director. In such case, each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (or the arrangement or variation of ifs terms or its termination) and except (in the case of an office or place of profit with another company) where the other company is a company in which the Director owns 1% or more.

25.13 Subject to the Statutes and to the next paragraph of this Article 25 (*Directors*), no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor or purchaser or in any other manner. No contract or arrangement in which a Director is interested shall be liable to be avoided. The Director shall not be liable to account to the Company or the members for any remuneration, profit or other benefits realised by the contract or arrangement by reason of his holding that office or of the resulting fiduciary relationship.

25.14 A Director who to his knowledge is interested, whether directly or indirectly, in a contract or arrangement or proposed contract or arrangement with the Company must declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, if he knows his interest then exists, or, in any other case, at the first meeting of the Board after he knows that he is or has become interested. A general notice to the Board given by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with the company or firm shall be a sufficient declaration of interest under this Article 25 (*Directors*) in relation to any contract or arrangement made with the company or firm. A notice shall not be effective unless either it is given at a meeting of the Board or the

Director giving it takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

25.15 Except as otherwise provided by these Articles, a Director must not vote on (or be counted in the quorum in respect of) any resolution of the Board concerning a contract or arrangement or other proposal in which he (or any person connected to him within the meaning of Section 346 of the Companies Act 1985) is to his knowledge, directly or indirectly, materially interested. If he does, his vote shall not be counted. This prohibition does not apply to any of the following matters, namely:

(a) a contract or arrangement for giving to the Director (or any person connected to him within the meaning of Section 346 of the Companies Act 1985) security or an indemnity in respect of money lent by him (or any person connected to him) at the request of or for the benefit of the Company or any of its subsidiaries;

(b) a contract or arrangement for the giving by the Company of security to a third party in respect of a debt or obligation of the Company or any of its subsidiaries which the Director has himself guaranteed or secured in whole or in part;

(c) a contract or arrangement by the Director to subscribe for shares, Debentures or other securities of the Company issued or to be issued pursuant to an offer or invitation to, or to any class of, members or Debenture Holders of the Company, or to, or to any section of, the public, in which the Director is, or may be entitled to participate, or to underwrite or to sub-underwrite any shares. Debentures or other securities of the Company;

(d) a contract or arrangement in which the Director is interested by virtue of his interest in shares or Debentures or other securities of the Company or by reason of any other interest in or through the Company;

(e) a contract or arrangement concerning another company (not being a company in which the Director (or any person connected to him) does not to his knowledge hold an interest (as that term is used in Sections 198 to 211 of the Act) in 1% or more of either any class of the equity share capital or of the voting rights) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise;

(f) a proposal concerning the adoption, modification or operation of a superannuation fund or retirement, death or disability-benefits scheme which relates both to the directors and employees of the Company or of any of its subsidiaries which does not accord to such Director any privilege or advantage not generally accorded to the employees to which the scheme or fund relates;

(g) an arrangement or scheme (which has been approved by the Inland Revenue or is conditional upon such approval) for the benefit of employees of the Company or of any of its subsidiaries under which the Director benefits in a similar manner as the employees and which does not accord to the Director as such any privilege or advantage not generally accorded to the employees to whom the arrangement or scheme relates;

(h) a proposal concerning insurance which the Company proposes to maintain or to purchase for the benefit of directors or for the benefit of persons including directors.

25.16 Where a company in which a Director (or any person connected with him) does to his knowledge hold an interest (as that term is defined in Sections 198 to 211 of the Act) of 1% or more is materially interested in a transaction, that Director he shall also be deemed materially interested in the transaction.

25.17 If any question arises at any meeting of the Board as to the materiality of the interest of a Director or as to the entitlement of a Director (in each case, other than the chairman of the meeting) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, it shall be referred to the chairman of the meeting. His ruling shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to the Director has not been fairly disclosed to the Board. If the question relates to the chairman of the meeting, it shall be decided by a resolution of the Board (for which purpose the chairman shall be counted in the quorum but may not vote). The resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chairman as known to him has not been fairly disclosed to the Board.

25.18 The Company shall at all times maintain a minimum of two non-executive directors.

25.19 On the retirement, removal, resignation or other termination of any non-executive director, any replacement non-executive director shall not:

(a) have been an employee of the Company or any Group Company or any Related Party within the three years prior to his appointment;

(b) have had a material business relationship with the Company or any Group Company or any Related Party within the three years prior to his appointment;

(c) have close family ties with any Related Parties or their directors or employees.

(d) be or have been within the three years prior to his appointment an employee or a director of a Related Party;

(e) be or represent a shareholder who holds more than 5% of the issued share capital of the Company;

(f) have served on the board of directors of the Company or a Group Company or a Related Party within the three years prior to his appointment.

25.20 Each of the directors shall have access to independent professional advice at the Company's expense as and when any of them may judge it necessary to discharge their duties as directors of the Company.

25.21 The Non-Executive Directors of the Company from time to time shall on or about 1 July of each year (and for so long as the ADCM Agreement remains in force) carry out a detailed review of the ADCM Agreement in terms of both the performance of ADCM Ltd and the value accruing to the Company in respect of the services provided under the ADCM Agreement in the prior year (the "NED Review"). The results of the most recent NED Review shall be presented to each AGM held by the

Company for review and shall be included in the Company's next annual report and accounts (which of itself will be presented to any annual general meeting of the Company). As part of the NED Review, the Non-Executive Directors of the Company from time to time may review the Annual Fee payable under clause 3.2 of the ADCM Agreement as provided by and in accordance with clauses 3.3 to 3.5 of the ADCM Agreement. For the avoidance of doubt, no shareholder resolution or approval shall be required in respect of the NED Review save that any increase in the Annual Fee proposed by the NED Review shall require a shareholder resolution in accordance with Article 24.

26 POWERS OF DIRECTORS

26.1 The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be exercised by the Company in general meeting, but subject to any regulations of these Articles, to the provisions of the Statutes, and to such regulations, which are not inconsistent with those regulations or provisions, as may be prescribed by extraordinary resolution of the Company in general meeting. The general powers given by this Article 26 (*Powers of directors*) are not limited or restricted by any special authority or power given to the Directors by any other Article.

26.2 The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company is interested shall be carried on by or through one or more subsidiaries. They may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business or for financing, assisting or subsidising any subsidiary or guaranteeing its contracts, obligations or liabilities. They may appoint, remove and reappoint any person (whether a member of their own body or not) to act as a director, managing director or manager of a subsidiary or any other company in which the Company is interested, and may determine his remuneration (whether by way of salary, commission on profits or otherwise). A Director may retain any remuneration payable to him in respect of the appointment.

26.3 The Directors may by power of attorney appoint any person to be the attorney 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 think fit. The power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may authorise the attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

26.4 The Directors may procure the establishment and maintenance of or participation in or contribution to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, bonuses, benefits or emoluments to, any person (including directors and other officers whether of the Company or of any other company referred to in this paragraph) who is or has been in the employment of the Company, or of any company which is a subsidiary of the Company or a predecessor in business of the Company or a subsidiary, or of any allied or associated companies of the Company or any such companies and the spouses, widows, widowers, families, dependants or connections of any such persons. No pension, annuity or other allowance or benefit (except as provided for by or in accordance with any other Article) shall be granted to a Director or former

Director who has not been an executive Director or held any other office or place of profit under the Company or any of its subsidiaries or to a person who has no claim on the Company except as a relation, connection or dependant of a Director or former Director, without the approval of an ordinary resolution of the Company.

26.5 The Directors may establish, maintain and give effect to any scheme approved by a special resolution for the allotment of or the grant of options to subscribe for shares of the Company to persons (including Directors) in the employment of the Company or any subsidiary of the Company and may exercise all the powers conferred on them by the scheme (including any power to alter or add to its provisions).

26.6 The Directors may procure any of the matters referred to in this Article 26 (*Powers of directors*) are done by the Company either alone or in conjunction with any other company.

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

27 BORROWING

27.1 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge all or any part of its undertaking, property and assets (both present and future), including its uncalled capital and, subject to the Statutes and the Articles, 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.

27.2 The Board must restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) so as to secure (but as regards subsidiaries only in so far as, by the exercise of the rights or powers of control, the Board can secure) that the aggregate principal amount outstanding of all borrowings by the Group (exclusive of borrowings owing by one member of the Group to another member) does not, without the previous sanction of an ordinary resolution, exceed the greater of (a) £20,000,000 or (b) an amount equal to three times the Adjusted Capital and Reserves.

27.3 For this purpose:

(a) "the Adjusted Capital and Reserves" means at any time the aggregate of:

(i) the amount paid up or credited as paid up on the issued share capital of the Company; and

(ii) the amount standing to the credit of the reserves (including any share premium account, capital redemption reserve and credit balance on profit and loss account) all as shown by the then latest audited balance sheet but after deducting any debit balance on profit and loss account (except to the extent that the deduction has already been made) and making adjustments to reflect any variation in the amount of the paid up share capital, share premium account or capital redemption reserve since the date of the audited balance sheet;

(b) "borrowings" include the following except in so far as otherwise taken into account:

(i) the nominal amount of any issued share capital and the principal amount of any Debentures or borrowed monies of any person, the beneficial interest in which is not owned by a member of the Group and the payment or repayment of which is the subject of a guarantee or indemnity by a member of the Group, but excluding acceptances of trade bills for the purchase of goods in the ordinary course of business;

(ii) the outstanding amount raised by acceptances by a bank or accepting house under an acceptance credit opened on behalf of and in favour of a member of the Group, excluding acceptances of trade bills for the purchase of goods in the ordinary course of business;

(iii) the principal amount of any Debenture of a member of the Group owned otherwise than by another member of the Group;

(iv) the principal amount of any preference share capital of a subsidiary owned otherwise than by a member of the Group; and

(v) any premium payable on repayment on any borrowing or deemed borrowing; but does not include:

(A) borrowings for the purposes of repaying the whole or any part of borrowings by a member of the Group within six months of being borrowed, pending their application for that purpose within that period; and

(B) borrowings for the purpose of financing a contract in respect of which any part of the price receivable by a member of the Group is guaranteed or insured by the Export Credits Guarantee Department or the Department of Trade and Industry or by any other Governmental department fulfilling a similar function, to an amount not exceeding the part of the price which is guaranteed or insured.

(c) when the aggregate principal amount of borrowings to be taken into account for the purposes of this Article 27 (*Borrowing*) on any particular date is being ascertained:

(i) monies denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent at the rate of exchange prevailing on that date in London or, if the amount of borrowings would as a result be less, at the rate of exchange prevailing in London six months before that date. For this purpose the rate of exchange shall be taken as the middle market rate as at the close of business; and

(ii) where under the terms of borrowing the amount of money that would be required to discharge the principal amount in full if it fell to be repaid (at the option of the Company or by reason of default) on that date is less than the amount that would otherwise be taken into account in respect of that borrowing for the purpose

of this Article 27 (*Borrowing*), the amount of the borrowing shall be taken to be the lesser amount;

(d) "**audited balance sheet**" means the then latest audited balance sheet of the Company prepared for the purposes of the Statutes unless there has then been prepared for those purposes and audited a consolidated balance sheet of the Company and its subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Statutes); and in the latter event "audited balance sheet" means the audited consolidated balance sheet, the references to reserves and profit and loss account being references to the consolidated reserves and consolidated profit and loss accounts respectively, any amounts attributable to outside interests in subsidiaries being excluded. The Company may change the accounting convention on which the audited balance sheet is based, provided it complies with the requirements of the Statutes if the Company prepares its main audited balance sheet on the basis of one convention but a supplementary audited balance sheet or statement on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet for the purposes of this Article 27 (*Borrowing*);

(e) "**the Group**" means the Company and its subsidiaries (if any).

27.4 A certificate or report by the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of any borrowings or to the effect that the limit imposed by this Article 27 (*Borrowing*) has not been or will not be exceeded at any particular time or times shall be conclusive for the purposes of this Article 27 (*Borrowing*).

27.5 Notwithstanding the foregoing, no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article 27 (*Borrowing*) is observed. No borrowing incurred or security given in excess of the limit shall be invalid or ineffectual, except in the case of express notice to the lender or the recipient of the security given that the limit had been or would be exceeded.

28 EXECUTIVE DIRECTORS

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

28.2 A Director holding the executive office of chairman, vice-chairman, managing director, joint or assistant managing director or any other salaried office in the Company shall not, while he continues to hold that office, be subject to retirement by rotation and he shall not be taken Into account in determining the rotation or retirement of Directors, but he shall (subject to the provisions of Article 25.7, and without prejudice to any claim for damages any such executive Director may have for breach of any service contract between him and the Company) be subject to the same provisions as to removal and as to vacation of office as the other Directors, and if he ceases to hold the office of Director from any cause he shall

ipso facto and immediately (but without prejudice to the foregoing) cease to hold his executive office in the Company.

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

28.4 The Directors may entrust to and confer upon a Director holding 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 revoke, withdraw or vary any of the powers.

29 ROTATION OF DIRECTORS

29.1 At every annual general meeting any Directors who are bound to retire under Article 29.7 and one-third of the other Directors or, if their number is not a multiple of three, then the number nearest to but not exceeding one-third shall retire from office. A Director retiring at a meeting shall retain office until the close of the meeting.

29.2 The Directors to retire on each occasion shall be those who have been longest in office since their last election but, as between persons who became or were re-elected Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the date of the notice convening the annual general meeting. No Director shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the Directors after the date of the notice but before the close of the meeting.

29.3 A retiring Director shall be eligible for re-election.

29.4 Subject to the provisions of these Articles, the Company at the meeting at which a Director retires may elect a person to fill the vacated office. In default, the retiring Director shall, if willing to continue to act, be deemed to have been re-elected, unless at the meeting it is expressly resolved not to fill the vacated office or unless a resolution for the re-election of the Director has been put to the meeting and lost.

29.5 No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting, unless not less than 7 nor more than 42 days before the date appointed for the meeting there has been left at the Office a notice In Writing, signed by a member (not being the person to be proposed) duly qualified to attend and vote at the meeting, of his intention to propose the person for election, and a notice In Writing signed by that person of his willingness to be elected.

29.6 The Company in general meeting may increase or reduce the number of Directors and may determine in what rotation the increased or reduced number is to go out of office.

29.7 The Directors may appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of

Directors does not exceed the maximum number fixed by or in accordance with these Articles. The Director shall hold office only until the next following annual general meeting and shall then be eligible for re-election. A Director who retires under this Article 29 (*Rotation of Directors*) shall not be taken into account in determining the Directors who are to retire by rotation at the meeting.

29.8 The Company may, by ordinary resolution of which special notice has been given in accordance with section 379 of the Act, remove any Director (including a managing Director or other executive Director, but without prejudice to any claim for damages under any contract) before the expiration of his period of office and may by an ordinary resolution appoint another person in his place. The person who is appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

30 PROCEEDINGS OF DIRECTORS

30.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes and in case of an equality of votes the chairman shall have a second or casting vote. A Director may at any time, and the Secretary on the requisition of a Director shall, summon a Board meeting.

30.2 Notice of a Board meeting may be given to a Director personally or by word of mouth or sent In Writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of Board meetings during his absence are sent to him In Writing at his last known address or any other address given by him to the Company for this purpose. In the absence of a request it shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom. A Director may waive notice of a meeting either prospectively or retrospectively.

30.3 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and, unless fixed at any other number, shall be two.

30.4 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in the Board. If and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company, but not for any other purpose. If there are no Directors or no Directors able or willing to act, any members may summon a general meeting of members for the purpose of appointing Directors.

30.5 If the Directors have not appointed a chairman or vice-chairman pursuant to Article 28 (*Executive directors*), or if at any meeting neither the chairman nor the vice-chairman is present within five minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairman of the meeting.

30.6 The Board may establish 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 the local boards, or to be managers or agents, and may fix their remuneration. The Board may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board (other than the power to borrow and make calls), with power to sub-

delegate, and may authorise the members of any local board or any of them to fill any vacancies and to act notwithstanding vacancies. An appointment or delegation may be made upon such terms and subject to such conditions as the Board thinks fit. The Board may remove any person appointed as above and may revoke or vary any delegation, but a person dealing in good faith and without notice of the revocation or variation shall not be affected by it.

30.7 A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions exercisable by the Directors.

30.8 The Directors may delegate any of their powers to committees consisting of such number of members of their body as they think fit and may revoke a delegation and discharge a committee in whole or in part. A committee shall in the exercise of the powers delegated to it conform to any regulations that are imposed by the Directors.

30.9 The meetings and proceedings of a committee consisting of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as they are applicable and are not superseded by any regulations made by the Directors under the last preceding Article.

30.10 A member of the Board, or of a committee of the Board, may participate in a meeting of the Board or the committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A participant shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. The 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.

30.11 A resolution In Writing, signed by all or a majority of the Directors entitled to notice of a meeting of the Directors or by ail of the members of a committee, shall be as valid as if it had been passed at a Board meeting or a meeting of the committee duly called and constituted. The resolution may consist of several documents in the like form each signed by one or more of the Directors or members of the committee. For the purpose of this Article 30 (*Proceedings of directors*), the signature of an alternate Director entitled to notice of a meeting of Directors shall suffice in lieu of the signature of the Director appointing him.

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

(a) of all appointments of officers made by the Directors;

(b) of the names of all the Directors present at each Board meeting and meeting of a committee of Directors;

(c) of all resolutions and proceedings at meetings of the Company and of any class of members of the Company and of the Directors and of any committee of Directors.

30.13 The minutes, if purporting to be signed by the chairman of the meeting at which the appointments were made, or the Directors were present, or the resolutions were passed or proceedings held (as the case may be), or by the chairman of the next succeeding meeting of the Company, or class of members of the Company, or Directors or committee (as the case may be), shall be sufficient evidence without any further proof of the facts stated in it.

30.14 All actions done by any Board meeting, or meeting of a committee of Directors, or by a person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any Director, or of the person acting as a Director, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if each of them had been duly appointed, and was qualified and had continued to be a Director and had been entitled to vote.

30.15 The Directors may appoint any person to an office or employment having a title including the word "director" or attach such a title to any existing employment with the Company and may terminate the appointment or the use of the title. The inclusion of the word "director" in the title of any office or employment (other than the office of managing or joint managing or deputy or assistant managing director) does not imply that the employee is a Director and the employee shall not as a result be empowered in any respect to act as a Director or be deemed to be a Director for any of the purposes of these Articles.

31 SECRETARY

31.1 The Secretary shall be appointed by the Directors at such remuneration and upon such terms as they think fit. The Secretary may be removed by the Directors. The Directors may appoint an assistant Secretary or assistant Secretaries and temporary substitutes for the Secretary. An assistant Secretary or temporary substitute shall for the purpose of these Articles be deemed to be and may fulfil the duty of the Secretary subject to any limitation prescribed by the Directors.

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

32 THE SEAL

32.1 The Seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed. Unless otherwise determined and except as provided in Article 8 (*Certificates*), it shall be signed by a Director and by the Secretary or by a second Director or some other person approved by the Board.

32.2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and the powers shall be vested in the Board.

32.3 A document signed by a Director and by the Secretary or another Director and expressed, in whatever form of words, to be executed by the Company shall have the same effect as if it were under seal. A document executed in this way which makes it clear on its face that it is intended to be a deed, in whatever form of words, has effect, upon delivery, as a deed.

33 AUTHENTICATION OF DOCUMENTS

33.1 Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company (including the Memorandum and Articles of Association) and any resolutions passed by the Company or the Board, and any books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts. Where any books, records,

documents or accounts are elsewhere than at the Company's head office, the local manager or other officer of the Company having the custody of them shall be deemed to be a person appointed by the Directors under this Article 33 (*Authentication of documents*).

34 ALTERNATE DIRECTORS

34.1 A Director may appoint any person who is approved by the Board to be an alternate Director, and may remove from office an alternate Director appointed by him.

34.2 An alternate Director shall be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) to receive notices of all meetings of the Board and of any committee of the Board of which his appointor is a member and to attend and vote as a Director at any of the meetings at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in the absence of the appointor. When acting also as a Director or as an alternate Director for more than one Director, an alternate Director shall have one vote for every Director he represents, in addition to his own if he is himself a Director, and, where the quorum exceeds two, he shall be considered as two Directors for the purpose of making a quorum.

34.3 An alternate Director shall cease to be an alternate Director if his appointor ceases for any reason to be a Director. If a Director retires by rotation but is re-elected by the meeting at which the retirement takes effect, an appointment made by him under this Article 34 (*Alternate directors*) which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not retired.

34.4 All appointments and removals of alternate Directors shall be effected by notice In Writing by the Director making or revoking the appointment given to the Company at the Office or at a duly convened and held meeting of the Board.

34.5 An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director. He shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor as his appointor by notice In Writing to the Company directs. He shall not otherwise in respect of the appointment be entitled to receive any remuneration from the Company. An alternate Director may be indemnified by the Company to the same extent as a Director.

34.6 An alternate Director shall be an officer of the Company. He shall alone be responsible to the Company for his own acts or defaults and shall not be deemed to be the agent of or for the Director appointing him.

35 DIVIDENDS

35.1 The profits of the Company available for dividend and resolved to be distributed shall be applied in the payment of dividends to the members in accordance with their respective rights and priorities. The Company in general meeting may declare dividends accordingly. No dividend or interim dividend may be paid otherwise than in accordance with Part VIII of the Act.

35.2 No dividend shall be payable except out of the profits of the Company (including profits set aside to any reserve fund under Article 37 (*Reserves*)) or in excess of the amount recommended by the Directors.

35.3 Dividends must be declared and paid according to the amounts paid on the shares in respect of which the dividends are paid. For the purposes of this Article 35 (*Dividends*), no amount paid on a share in advance of calls shall be treated as paid on the share. Dividends shall be apportioned and paid *pro rata* according to the amounts paid on the shares during any portions of the period in respect of which the dividend is paid but, if any share is issued on terms providing that it ranks for dividend as from a particular date, the share shall rank for dividend accordingly.

35.4 The Directors must transfer to share premium account as required by the Statutes sums equal to the amount or value of any premiums at which any shares of the Company are issued.

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

35.6 A general meeting declaring a dividend or bonus may direct payment of the dividend or bonus wholly or partly by the distribution of specific assets and, in particular, of paid up shares or Debentures of another company or in any one or more of these ways. The Director shall give effect to the resolution and, where a difficulty arises in regard to the distribution, the Directors may settle it as they think expedient. In particular they may issue certificates in respect of fractions and fix the value for distribution of specific assets, may determine that cash payments are made to any members upon the footing of that value in order to adjust the rights of all parties and may vest the assets in trustees as may seem expedient to the Directors.

35.7 A resolution of the Company or of the Directors declaring a dividend may specify any date as the record date for the dividend, whether or not prior to the date on which the resolution is passed.

35.8 The Directors may deduct from any dividend or bonus payable to a member any sums presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company.

35.9 No unpaid dividend, bonus or interest shall bear interest as against the Company.

35.10 The Directors may retain any dividends and bonuses payable on shares on which the Company has a lien permitted by the Statutes and may apply them in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

35.11 The Directors may retain the dividends and bonuses payable upon shares in respect of which any person is, under the provisions of these Articles relating to the transmission of shares, entitled to become a member, or which any person under those provisions is entitled to transfer, until he becomes a member in respect of the shares or duly transfers them.

35.12 A dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled to it, or by direct bank transfer to such bank account as the member or person entitled to it directs, and in case of joint holders to any one of them or to such person and such address or such bank account as the joint holders may direct. The cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the member, person entitled or joint holders direct. Payment of the cheque or warrant shall be a good discharge to the Company. Every cheque or warrant shall be sent at the risk of the person entitled to the money which it represents. A dividend paid in respect of an uncertificated share shall be paid in accordance with and be subject to the Regulations and the facilities and requirements of the relevant system concerned and, subject thereto, in accordance with any arrangements made by the Directors pursuant to Article 8.2.

35.13 If several persons are registered as joint holders of a share, any one of them may give an effectual receipt for any dividend or other monies payable on or in respect of the share.

35.14 All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. Dividends unclaimed for 12 years after the date they were due to be paid shall, unless the Directors otherwise resolve, be forfeited and revert to the Company.

36 SCRIP DIVIDENDS

36.1 The Directors may, if authorised by a special resolution, offer any holders of certificated ordinary shares one or more of the following options:

(a) instead of taking the net cash amount due to them in respect of all or any part (to be determined by the Directors) of any dividend declared or payable on any ordinary shares held by them, either to invest the cash in subscribing for unissued ordinary shares, payable in full or by instalments, or in paying up in full or by instalments any unpaid or partly paid ordinary shares held by them; or

(b) instead of taking the net cash amount due to them in respect of all or any part (to be determined by the Directors) of any dividend declared or payable on any ordinary shares held by them, to elect to receive new ordinary shares credited as fully paid; or

(c) to forego their entitlement to all or any part (to be determined by the Directors) of any dividend declared or payable on any ordinary shares held by them and to take instead fully paid bonus ordinary shares; or

(d) any other opinion in respect of all or any part (to be determined by the Directors) of any dividend on any ordinary shares held by them as the Directors determine.

36.2 In relation to the above options, the following provisions apply:

(a) the special resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period;

(b) the entitlement of each holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be, as nearly as possible, equal to (but not greater than) the cash amount (disregarding

any tax credit) of the dividend that the holder elects to forego. in calculating the entitlement, the Directors may, at their discretion, adjust the figure obtained by dividing the relevant value by the amount payable on the ordinary shares up or down so as to procure that the entitlement of each shareholder to new ordinary shares is represented by a simple numerical ratio. For this purpose, "relevant value" shall be calculated by reference to the average of the middle market quotations for the Company's ordinary shares on the London Stock Exchange as derived from the Daily Official List, on such five consecutive dealing days as the Directors determine, provided that the first day is on or after the day on which the ordinary shares are first quoted "ex" the relevant dividend, or in such other manner as may be determined by or in accordance with the special resolution;

(c) on or as soon as practicable after announcing that they are to declare or recommend any dividend the Directors, if they intend to offer an election in respect of that dividend, shall also announce that intention and shall, after determining the basis of allotment if they decide to proceed with the offer, notify the holders of ordinary shares In Writing of the right of election offered to them and specify the procedure to be followed and the place at which and the latest time by which elections must be lodged in order for elections to be effective;

(d) the Directors shall not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined;

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

(f) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been made (the "elected ordinary shares") and instead additional ordinary shares shall be allotted to the holders of the elected ordinary shares on the basis of allotment calculated as stated above. For this purpose the Directors may capitalise, out of any amount standing to the credit of any reserve or fund (including the profit and loss account, share premium account, capital redemption reserve or any other undistributable reserve) whether or not it is available for distribution as the Directors determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to the holders of the elected ordinary shares on that basis;

(g) the additional ordinary shares when allotted shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue except that they will not be entitled to participate in the relevant dividend or in that part of the dividend in respect of which the right of election was offered;

(h) the Directors may also from time to time establish or vary a procedure for election mandates, under which a holder of ordinary shares may elect to receive ordinary shares credited as fully paid instead of cash in respect of all future rights offered to that holder under this Article 36 (*Scrip*

dividends) until the election mandate is revoked or deemed to be revoked in accordance with the procedure;

(i) the Directors may undertake and do such acts and things as they consider necessary or expedient for the purpose of giving effect to this Article 36 (*Scrip dividends*) including (without limitation) making such provisions as they think fit in relation to any fraction of an ordinary share which may or would arise from the application of this paragraph 36.2 (including provisions whereby, in whole or in part, fractional entitlements are disregarded and the benefit of them accrues to the Company rather than to the shareholders concerned or under which fractional entitlements are accrued or retained and in each case accumulated on behalf of any shareholder and the accruals or retentions are applied to the allotment of fully paid ordinary shares by way of bonus to, or cash subscription on behalf of, the shareholder). For the avoidance of doubt, no shareholder's interest shall be diluted by way of the operation of this Article [36.2(i)], unless approved by special majority.

36.3 The Directors may, if authorised by an ordinary resolution, offer any holders of uncertificated ordinary shares one or more of the options set out in Article 36.1 and the provisions of Article 36.2 will apply, in both cases subject to such modification or amendment as are required by the relevant system concerned in order to comply with the Regulations and, subject thereto, in accordance with any arrangements made by the Directors pursuant to Article 8.2.

37 RESERVES

The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied. Pending application the sum reserved may either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors think fit. The Directors may, without placing them to reserve, carry forward any profits which they think it prudent not to divide.

38 CAPITALISATION OF PROFITS AND RESERVES

38.1 Subject to section 80 and Part VIII of the Act, the Company in general meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalise an amount standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that it is set free for distribution among the members who would have been entitled to it if distributed by way of dividend and in the same proportions on condition that it is not paid in cash but is applied either in or towards paying up any amounts unpaid on shares held by the members or paying up in full unissued shares or Debentures of the Company to be allotted and distributed, credited as fully paid up, to and among those members in those proportions, or partly in the one way and partly in the other. The Directors shall give effect to the resolution.

38.2 Whenever a resolution is passed under the preceding Article, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised. Subject to section 80 of the Act, the Directors shall make all allotments and issues of fully paid shares, Debentures or securities, if any, and generally shall do all acts and things required to give effect to the resolution. The Directors may make such provision by the issue of certificates in respect of fractions or by

payment in cash or otherwise as they think fit for the case of shares, Debentures or securities becoming distributable in fractions. The Directors may authorise any person to enter into an agreement with the Company, on behalf of the members interested, providing for the allotment to them, credited as fully paid up, of any shares, Debentures or securities to which they may be entitled upon the capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application of their proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares. Any agreement made under the authority shall be effective and binding on all the members.

39 DISCOVERY AND SECRECY

No member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter in the nature of a trade secret or secret process which relates to the conduct of the business of the Company and which, in the opinion of the Directors, it would be inexpedient in the interests of the members of the Company to communicate to the public.

40 ACCOUNTS

40.1 The Directors shall cause true accounts to kept:

(a) of the sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

(b) of all sales and purchases of goods by the Company; and

(c) of the assets and liabilities of the Company.

40.2 The books of account shall be kept at the Office, or at such other place as the Directors think fit, and shall always be open to the inspection of the Directors. No member (other than as Director) shall have any right of inspecting any account, book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

40.3 The Directors shall not be bound, unless expressly instructed so to do by an extraordinary resolution of the Company in general meeting, to publish any list or particulars of the securities or investments held by the Company or to give to any shareholder any information relating to them.

40.4 Once at least in every year the Directors shall lay before the Company in general meeting a profit and loss account giving a true and fair view of the profit or loss of the Company for the financial year to which it relates and a balance sheet giving a true and fair view of the state of affairs of the Company as at the date at which it is made out and containing a general summary of the capital, the assets and the liabilities of the Company arranged under suitable heads, both made up to a date not more than seven months before the meeting. If the Company is a holding company as defined by the Statutes, there shall also (except in so far as the Statutes otherwise permit) be laid before the Company in general meeting a consolidated balance sheet dealing with the state of affairs at the end of the Company's financial year of the Company and its then subsidiary undertakings and a consolidated profit and loss account dealing with the profit or loss for the Company's financial year of the Company and its then subsidiary undertakings. The Directors shall in preparing every such profit and loss account and balance sheet and consolidated profit and loss account and consolidated balance sheet have regard to the applicable provisions of the Statutes.

40.5 Every balance sheet, profit and loss account, consolidated balance sheet and consolidated profit and loss account shall be signed in such manner as is required by the Statutes. There shall be attached to the balance sheet a report by the Directors as required by the Statutes.

40.6 Except as provided in the next following Article, a copy of the report by the Directors and of the Auditors' report, accompanied by the balance sheet (including every document required by law to be annexed or attached to it), and profit and loss account, consolidated balance sheet and consolidated profit and loss account, shall, at least 21 days before the annual general meeting, be delivered or sent by post to the registered address of every member and every holder of Debentures of the Company. If any shares or securities of the Company are listed on the London Stock Exchange, the required number of copies of each of these documents shall at the same time be forwarded to its appropriate department.

40.7 The Company may, in accordance with section 251 of the Act and any regulations made under it, send a summary financial statement to any member instead of or in addition to the documents referred to in the preceding Article.

41 AUDITORS

41.1 The Company shall at each annual general meeting appoint Auditors to hold office until the next annual general meeting.

41.2 No Director or other officer of the Company and no person who is a partner of or in the employment of an officer of the Company, and no corporation may be appointed as an Auditor. The duties of the Auditors shall be regulated in accordance with the Statutes.

41.3 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 at the time of his appointment he was not qualified for appointment.

42 NOTICES

42.1 Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to him at his registered address as appearing in the register of members. A member is entitled to receive notices from the Company notwithstanding that his registered address as appearing in the register of members is outside the United Kingdom. In the case of joint holders of a share, notices shall be given to that one of the joint holders whose name stands first in the register of members and notice given to him shall be sufficient notice to all the joint holders.

42.2 Any notice or other document, if served by post, shall be deemed to have been served at the expiration of 24 hours after the time when the letter containing it is posted. In proving service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted.

42.3 Any notice or document delivered or sent by post to or left at the registered address of any member shall, notwithstanding that the member is then dead or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in his name as sole or joint holder, unless at the time of the service of the notice or document his name has been removed from the register as the holder of the share. The service shall for all purposes be deemed a sufficient service of the notice or

document on all persons interested in the share (whether jointly with or as claiming through or under him).

42.4 A notice required to be given by the Company to members and not expressly provided for by these Articles shall be sufficiently given if given by advertisement. A notice required to be or which may be given by advertisement shall be advertised once in one national newspaper and shall be taken as given on the day on which the advertisement appears. If by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notice sent through the post, it may be convened by notice advertised in at least two leading national newspapers with appropriate circulation, of which one is a leading London daily newspaper. The notice shall be deemed to have been duly served on all members entitled to it at noon on the day when the advertisement appears. The Company shall send confirmatory copies of the notice by post if at least 48 hours prior to the meeting the posting of notices to addressees within the United Kingdom again becomes practicable.

42.5 Every person who by operation of law, transfer or other means becomes entitled to any share shall be bound by every notice in respect of the share which, prior to his name and address being entered in the register of members, has been duly given to the person from whom he derives his title other than a notice given under Article 23.13 or section 212 of the Act.

43 WINDING UP

43.1 On a winding up of the Company the balance of the assets available for distribution, after deduction of any provision made under section 719 of the Act and subject to any special rights attaching to any class of shares, shall be applied in repaying to the members of the Company the amounts paid up on the shares held by them. Any surplus assets will belong to the holders of any ordinary shares then in issue according to the numbers of shares held by them or, if no ordinary shares are then in issue, to the holders of any unclassified shares then in issue according to the numbers of shares held by them.

43.2 If the Company is wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of an extraordinary resolution, divide among the members in specie or kind the whole or any part of the assets of the Company, whether or not the assets consist of property of one kind or of properties of different kinds. He may for that purpose set such value as he deems fair upon any one or more class or classes of property and may determine how the division is carried out as between the members or different classes of members. He may, with the same authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the same authority thinks fit, but no contributory shall be compelled to accept any shares in respect of which there is a liability.

43.3 The power of sale of a liquidator includes a power to sell wholly or partially for shares or Debentures, or other obligations of another company either then already constituted or about to be constituted, for the purpose of carrying out the sale.

44 INDEMNITY

44.1 Except so far as the provisions of this Article 44 (*Indemnity*) are avoided by any provisions of the Statutes, the Directors, executive Directors, Auditors, Secretary and other officers of the Company, and their respective executors or administrators, shall to the extent permitted by the Statutes be indemnified out of the assets of the Company against all actions, costs, charges, fosses, damages and

expenses which they may incur or sustain by reason of any act done, concurred in or omitted in or about the execution of their duty or supposed duty in their respective offices, unless incurred through their own wilful neglect or default. None of them shall be answerable for the acts, neglects or defaults of any other of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any monies or assets of the Company are lodged or deposited for safe custody, or for the insufficiency or deficiency or any security upon which any monies of the Company are placed or invested, or for any other loss or damage which happens in the execution of their offices, unless resulting from their own wilful neglect or default. Subject to the provisions of the Act, the directors may purchase and maintain insurance at the expense of the Company for the benefit of any director or other officer or auditor of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done by him as a director, officer or auditor.

Names, addresses and descriptions of subscribers