

ARTICLES OF ASSOCIATION
OF
PRIVATE EQUITY INVESTOR PLC

("the Company")

Approved on 22 September 2010)

INTERPRETATION

1. **EXCLUSION OF TABLE A**

No regulations set out in any statute or statutory instrument or other subordinate legislation concerning companies shall apply as the regulations or articles of the Company, but the following shall be the Articles of Association of the Company.

2. **DEFINITIONS, CONSTRUCTION, INTERPRETATION**

In these Articles unless the context otherwise requires:

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

"Auditors" means the auditors for the time being of the Company;

"Board" means the Directors or the Directors present at a meeting of the Directors at which a quorum is present;

"certificated" means, in relation to a share, a share which is recorded in the Register as being held in certificated form;

"Companies Acts" means every statute and all regulations and other subordinate legislation from time to time in force in England and Wales concerning companies in so far as they apply to the Company;

"Director" means a director of the Company;

"holder" in relation to any share means the Member whose name is entered in the Register as the holder of those shares;

"London Stock Exchange" means London Stock Exchange plc;

"Member" means a member of the Company;

"Office" means the registered office of the Company;

"paid-up" means paid up or credited as paid up and includes any sum payable by way of premium;

"Register" means the register of Members of the Company;

"Seal" means any common seal or official seal that the Company may be permitted to have under the Companies Acts;

"Secretary" means any person appointed by the Board to perform any of the duties of the Secretary and includes a joint, temporary or assistant Secretary;

"uncertificated" means, in relation to a share, a share title to which is recorded in the Register as being held in uncertificated form and title to which, by virtue of the Uncertificated Securities Regulations, may be transferred by means of a relevant system;

"Uncertificated Securities Regulations" means the Uncertificated Securities Regulations 2001 as amended and any provisions of or under the Companies Acts which supplement any of such regulations;

"United Kingdom" means Great Britain and Northern Ireland;

references to persons include individuals, bodies corporate and other legal persons;

words importing the singular number only include the plural and vice versa;

words importing any gender include all genders,

references to statutory provisions and provisions of subordinate legislation are references to those provisions as respectively amended or re-enacted or as their application is modified by other such provisions from time to time and include any such provisions of which they are re-enactments (whether with or without modifications);

references to writing include any method of representing or reproducing words in a legible and non-transitory form, whether sent or supplied in electronic form or otherwise;

definitions contained in the Companies Acts and the provisions of the Companies Acts relating to construction and interpretation in force at the date of adoption of these Articles shall also apply in these Articles;

where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective;

references to a meeting shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person; and

paragraph headings and notes inserted only for convenience and shall not affect the meaning of these Articles.

SHARE CAPITAL

3. LIABILITY OF MEMBERS

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

4. SHARE RIGHTS

Subject to the provisions of the Companies Acts and to any rights conferred on the holders of any other shares any share in the Company may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may decide.

5. REDEEMABLE SHARES

Subject to the provisions of the Companies Acts and to any special rights for the time being attached to any existing shares, the Company may issue a share which is, or is liable to be redeemed at the option of the Company or of the holder of such share and the Board may determine the terms, conditions and manner of redemption of any such shares.

6. PARI PASSU ISSUES

The rights conferred upon the holders of any shares shall not, unless otherwise expressly provided in the rights attaching to those shares, be deemed to be altered by the creation or issue of further shares ranking pari passu with such shares.

7. **ALLOTMENT**

7.1 Subject to the provisions of the Companies Acts and to any relevant authority of the Company required by the Companies Acts, the Board may allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company to such persons (including the Directors themselves), at such times and generally on such terms and conditions as the Board may decide, provided that no share shall be issued at a discount.

7.2 The Board may, at any time after the allotment of any share but before any person has been entered into the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and accord to any allottee of a share a right to effect such renunciation and/or allow the rights represented thereby to be one or more participating securities, in each case upon and subject to such terms and conditions as the Board may think fit to impose.

8. **PAYMENT OF COMMISSION**

The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Companies Acts.

9. **TRUSTS NOT RECOGNISED**

Except as ordered by a Court of competent jurisdiction or as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice of it) any interest in an share other than an absolute right to the whole share in the holder.

CERTIFICATES

10. **CERTIFICATES**

10.1 Every person (except a person in respect of whom the Company is not required by law to complete a certificate and have it ready for delivery) whose name is entered in the Register as a holder of any shares shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer to him of the shares in respect of which he is so registered (or within such other period as the terms of issue shall provide) one certificate for all those

shares of any one class or several certificates each for one or more of the shares of the class in question upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board may from time to time decide. In the case of a share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A Member (except a person in respect of whom the Company is not required by law to complete a certificate and have it ready for delivery) who has transferred part of the shares comprised in his registered holding shall be entitled to a certificate for the balance without charge.

11. **UNCERTIFICATED TITLE**

Notwithstanding any other provision of these Articles title to any securities of the Company may be evidenced without a written instrument in accordance with the Uncertificated Securities Regulations and in accordance with such arrangements as the Board may accordingly approve.

12. **REPLACEMENT OF SHARE CERTIFICATES**

If a share certificate is defaced, worn out, lost or destroyed it may be replaced without payment of any 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 such evidence and preparing such indemnity as the Board may decide and, where it is defaced or worn out, on delivery of the old certificate to the Company.

13. **EXECUTION OF SHARE CERTIFICATES**

All forms of certificate for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates and other like documents) shall be issued under Seal or in such other manner as the Board may authorise. The Board may by resolution decide, either generally or in any particular case or cases, that any signatures on any certificate need not be autographic but may be applied or printed on the certificate by any means approved by the Board or that any certificate need not be signed by any person.

14. **UNCERTIFICATED SHARES**

14.1 Subject to the Companies Acts the Board may resolve that any shares of the Company may be held, registered or otherwise dealt with as certificated shares or uncertificated shares.

14.2 Uncertificated shares of a class are not to be regarded as forming a separate class from certificated shares of that class.

- 14.3 A Member may, in accordance with the Uncertificated Securities Regulations, change a share of a class which is a participating security from a certificated share to an uncertificated share and from an uncertificated share to a certificated share.
- 14.4 The Company may give notice to a member requiring that Member to change uncertificated shares to certificated shares by the time stated in the notice. The notice may also state that that Member may not change certificated shares to uncertificated shares. If that member does not comply with the notice, the Board may authorise a person to change the uncertificated shares in the name and on behalf of that Member.
- 14.5 These Articles only apply to a share held as an uncertificated share to the extent that they are consistent with:
- 14.5.1 the holding of shares of that class in uncertificated form;
 - 14.5.2 the transfer of title to shares of that class by means of a relevant system; and
 - 14.5.3 the Uncertificated Securities Regulations.
- 14.6 Without prejudice to Article 14.5, references in these Articles to a requirement on any person to execute or deliver an instrument of transfer or certificate or other document which shall not be appropriate in the case of uncertificated shares shall, in the case of uncertificated shares, be treated as references to a requirement to comply with any relevant requirements of the relevant system and any relevant arrangements or regulations which the Board may make from time to time.
- 14.7 Any payment in the case of uncertificated shares may be made by means of the relevant system (subject to the facilities and requirements of the relevant system) and such payment made be made by the sending by the Company or any person on its behalf of an instruction to the operator of the relevant system to credit the cash memorandum account of the holder or joint holders of such shares or, if permitted by the Company, of such person as the holder or joint holders may direct in accordance with these Articles and the making of a payment in accordance with the facilities and requirements of the relevant system concerned shall be a good discharge to the Company.
- 14.8 The Board may make such arrangements or regulations (if any) as it may from time to time in its absolute discretion think fit in relation to the evidencing and transfer of uncertificated shares and otherwise for the purpose of implementing and/or supplementing the provisions of this Article 14 and the Uncertificated Securities Regulations and the facilities and

requirements of the relevant system and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article 14.

LIEN

15. **COMPANY'S LIEN ON SHARES NOT FULLY PAID**

The Company shall have a first and paramount lien on every partly paid share for all amounts payable to the Company (whether presently or not) in respect of such share. The Company's lien on a share shall extend to all dividends and other amounts payable in respect of it. The Board may at any time either generally or in any particular case waive any lien that has arisen, or declare any share to be wholly or partly exempt from the provisions of this Article.

16. **ENFORCING LIEN BY SALE**

The Company may sell, in such manner as the Board may decide, any share on which the Company has a lien, if a sum in respect of which the lien exists is presently payable and is not paid fourteen days after a notice in writing has been served on the holder of the share, demanding payment and stating that if the notice is not complied with the share may be sold.

17. **APPLICATION OF SALE PROCEEDS**

The net proceeds of the sale by the Company of any shares on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as it is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate (if any) for the shares sold and subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to sale) be paid to the person who was the holder immediately before such sale of the share. For giving effect to any such sale the Board may authorise some person to transfer the share sold to, or in accordance with the directions of the purchaser. The transferee shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity relating to the sale.

CALLS ON SHARES

18. CALLS

- 18.1 The Board may from time to time make calls upon the Members in respect of any money unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with such terms of issue, and each Member shall (subject to the Company serving upon him at least fourteen days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be revoked or postponed as the Board may decide. A Member shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 18.2 A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.

19. LIABILITY OF JOINT HOLDERS

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

20. INTEREST DUE ON NON-PAYMENT

If a sum called in respect of a share remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate, not exceeding 15 per cent per annum, as the Board may decide, but the Board shall be at liberty to waive payment of such interest wholly or in part.

21. SUMS DUE ON ALLOTMENT TREATED AS CALLS

Any sum which becomes payable on a share on allotment or on any other date fixed by or in accordance with the terms of issue, whether on account of the nominal amount of the share or by way of premium, shall be deemed to be a call and, if it is not paid, all the relevant provisions of these Articles shall apply as if the sum had become due and payable by virtue of a call.

22. **POWER TO DIFFERENTIATE AS TO AMOUNT OF CALLS**

The Board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

23. **PAYMENT ON CALLS IN ADVANCE**

The Board may, if it thinks fit, receive from any Member willing to advance them all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until they would, but for the advance, become presently payable) pay interest at such rate, not exceeding (unless the Company by ordinary resolution shall otherwise direct) 15 per cent per annum, as may be agreed between the Board and the Member paying such sum in advance.

FORFEITURE OF SHARES

24. **NOTICE REQUIRING PAYMENT OF UNPAID CALL OR INSTALMENT**

24.1 If any call or instalment of a call remains wholly or partly unpaid after the day appointed for payment, the Board may at any time serve a notice on the holder requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued, and any expenses incurred by the Company by reason of such non-payment.

24.2 The notice shall name a further day (not being less than fourteen 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 on or before the day 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 Board may accept the surrender of any share liable to be forfeited and, in that case, references in these Articles to forfeiture shall include surrender.

25. **FORFEITURE IF NOTICE NOT COMPLIED WITH**

If any such notice is not complied with, any share in respect of which it was given may at any time before payment of all calls or instalments and interest due in respect of it has been made, be forfeited by a resolution of the Board to that effect and forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not paid before the forfeiture.

26. **NOTICE OF FORFEITURE**

When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share but no forfeiture shall be invalidated by any omission or neglect to give the notice.

27. **SALE OR DISPOSAL OF FORFEITED SHARES**

Until cancelled in accordance with the Companies Acts, a forfeited share shall be deemed to be the property of the Company and may, subject to the Companies Acts, be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall decide. The Board may for the purposes of the disposal authorise some person to execute an instrument of transfer to the designated transferee. The Company may receive the consideration (if any) given for the share on its disposal and may register the transferee as the holder of the share. At any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board may decide.

28. **ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE**

A person whose shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate (if any) for the shares forfeited but shall remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon at the rate of 15 per cent per annum (or such lower rate as the Board may determine) from the date of forfeiture until payment, and the Company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or any consideration received on their disposal.

29. **STATUTORY DECLARATION AS TO FORFEITURE**

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 the 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.

30. **CONSEQUENCES OF FORFEITURE**

The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and of all sums then

paid up on it and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except any of those rights and liabilities which are expressly saved by these Articles, or are given or imposed in the case of past members by the Companies Acts.

TRANSFER OF SHARES

31. MANNER OF TRANSFER

31.1 Subject to such of the restrictions in these Articles as may be applicable, a Member may transfer all or any of his certificated shares by an instrument of transfer in the usual common form or in any other form which the Board may approve.

31.2 Any 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.

31.3 A Member may transfer all or any of his uncertificated shares in accordance with the Uncertificated Securities Regulations and any arrangements or regulations adopted by the Board pursuant to Article 14.8.

31.4 The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect of it.

32. COMPANY'S RIGHT TO RETAIN TRANSFERS

All written instruments of transfer, when registered, may be retained by the Company.

33. RIGHT TO DECLINE TRANSFERS

The Board may, in its absolute discretion decline to register any transfer of any share which is not a fully paid share unless this would prevent dealings in the shares from taking place on an open and proper basis. The Board may also decline to register any transfer unless:

33.1.1 any written instrument of transfer, duly stamped, is lodged with the Company accompanied by:

33.1.1.1 any certificate for the shares to which it relates; and

33.1.1.2 such other evidence of ownership as the Board may reasonably require to prove the right of the transferor to make the transfer; and

33.1.2 the transfer is in respect of only one class of share; and

33.1.3 in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.

34. **OTHER RIGHTS TO DECLINE TRANSFERS**

34.1 The Board may also refuse to register a transfer of uncertificated shares in such other circumstances as may be permitted or required by the Regulations and the relevant system.

34.2 Transfers of shares will not be registered in the circumstances referred to in Article 76.

35. **NOTICE OF REFUSAL TO REGISTER**

If the Board declines to register a transfer it shall, as soon as practicable, and in any event within two months after the date on which the transfer is lodged with it (or, in the case of uncertificated shares, the date the operator-instruction was received by the Company), send to the transferee notice of the refusal together with its reasons for the refusal. The Board shall provide the transferee with such further information about the reasons for the refusal as the transferee may reasonably request.

36. **NO FEE FOR REGISTRATION**

No fee shall be charged by the Company for registering any transfer or document relating to or affecting the title to any share, or making any other entry in the Register.

37. **COMPULSORY TRANSFER OF SHARES**

37.1 If it shall come to the notice of the Board that any share or shares:

37.1.1 are or may be owned or held directly or beneficially by any person or persons whose ownership or holding or continued ownership or holding of those shares (whether on its own or in conjunction with any other circumstance appearing to the Board to be relevant) might in the reasonable opinion of the Board cause a pecuniary or tax disadvantage to the Company or any other Member or holder of other securities of the Company or cause or be likely to cause the assets of the Company to be considered "plan assets" for the purposes of the United States Employee Retirement Income Security Act of 1974; or

37.1.2 are or may be owned or held directly or beneficially such that the aggregate number of United States Persons who are holders or beneficial owners (which for the purposes of this Article shall include beneficial ownership by attribution

pursuant to Section 3(c)(1)(A) of the United States Investment Company Act of 1940) of shares or other securities of the Company is or may be more than 75%; or

37.1.3 are or may be owned or held directly or beneficially by any person to whom a transfer of shares or whose ownership or holding of any shares might in the opinion of the Board require registration of the company as an Investment company under the United States Investment Company Act of 1940

the Board may serve a notice (hereinafter called a "Transfer Notice") upon the person (or any one of such persons where shares are registered in joint names) appearing in the register as the holder (the "Vendor") of the share, shares or any of the shares concerned (the "Relevant Shares") requiring the Vendor within 21 days (or such extended time as in all the circumstances the Board shall consider reasonable) to transfer (and/or procure the disposal of interests in) the Relevant Shares to another person who, in the sole and conclusive determination of the Board, would not fall within (a) or (c) above and whose ownership or holding of such share or shares would not result in the aggregate number of United States Persons who are beneficial owners or holders of shares or other securities of the Company being 75 or more (such a person being hereinafter called an "Eligible Transferee"). On and after the date of such Transfer Notice, and until registration of a transfer of the Relevant Share to which it relates pursuant to the provisions of Article 37.1 or Article 37.2, the rights and privileges attaching to the Relevant Shares shall be suspended and not capable of exercise.

37.2 If within 21 days after the giving of a Transfer Notice (or such extended time as in all the circumstances the Board shall consider reasonable) the Transfer Notice has not been complied with to the satisfaction of the Board, the Company may sell the Relevant Shares on behalf of the Vendor by instructing a member of the London Stock Exchange to sell them in accordance with the best practice then obtaining to any Eligible Transferee or Eligible Transferees. For this purpose the Board may authorise in writing any officer or employee of the Company to transfer the Relevant Shares on behalf of the Vendor to the purchaser or purchasers and an instrument of transfer executed by that person will be as effective as if it had been executed by the Vendor.

37.3 In a sale pursuant to Article 37.2, the purchaser will not be bound to see to the application of the purchase moneys nor will his title to the Relevant Shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale of the Relevant Shares shall be received by the Company, whose receipt shall be a good discharge for the purchase moneys, and will belong to the Company and, upon their receipt, the Company will become indebted to the Vendor for an amount equal to the net proceeds of transfer upon

surrender by him or them of the certificate for the Relevant Shares which the Vendor shall forthwith be obliged to deliver to the Company. No trust will be created in respect of the debt and no interest will be payable in respect of it and the Company will not be required to account for any moneys earned from the net proceeds of transfer which may be employed in the business of the Company or as it thinks fit. The Company may register the transferee or transferees as holder or holders of the Relevant Shares and issue to him or them a certificate for the same and thereupon the transferee or transferees shall become absolutely entitled thereto.

- 37.4 A person who becomes aware that his holding, directly or beneficially, of shares will, or is likely to, fall within either Article 37.1.1 or Article 37.1.3 or, being a United States Person and a beneficial owner or holder of shares, becomes aware that the aggregate number of United States Persons who are beneficial owners or holders of shares or other securities of the Company is more than 75, shall forthwith, unless he has already received a Transfer Notice pursuant to Article 37.1 above, either transfer the shares to an Eligible Transferee or Eligible Transferees or give a request in writing to the Board for the issue of a Transfer Notice in accordance with Article 37.1 above. Every such request shall be accompanied by the certificate or certificates for the shares to which it relates.
- 37.5 Subject to the provisions of this Article, the Board shall, unless any director has reason to believe otherwise, be entitled to assume without enquiry that none of the shares are held in such a way as to entitle the Board to serve a Transfer Notice in respect thereof. The Board may, however, at any time and from time to time call upon any Member (or any one of joint holders of a share or shares) by notice in writing to provide such information and evidence as they shall require upon any matter connected with or in relation to such Member or joint holder of shares. In the event of such information and evidence not being so provided within such reasonable period (not being less than 21 days after service of the notice requiring the same) as may be specified by the Board in the said notice, the Board may, in its absolute discretion, treat any share held by such Member or joint holder as being held in such a way as to entitle them to serve a Transfer Notice in respect thereof.
- 37.6 The Board shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Article. The exercise of the powers conferred by this Article shall not be questioned or invalidated on the ground that there was insufficient evidence of direct or beneficial ownership or holding of shares by any person or that the true direct or beneficial owner or holder of any shares was otherwise than as appeared to the Board at the relevant date provided that the said powers shall have been exercised in good faith.

37.7 For the purposes of this Article :

"United States" means the United States of America, its territories, possessions and all areas subject to its jurisdiction (including the commonwealth of Puerto Rico); and

"United States Person" means any citizen or resident of the United States, any corporation, trust, partnership or other entity created or organised in or under the laws of the United States or any state thereof or any estate or trust the income of which is subject to a United States federal income tax regardless of source.

TRANSMISSION OF SHARES

38. TRANSMISSION ON DEATH

If a Member dies, his survivor or survivors, where he was a joint holder, and his executors or administrators, where he was sole holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing contained in these Articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons.

39. ELECTION OF PERSONS ENTITLED BY TRANSMISSION

39.1 Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may, subject to the provisions of these Articles and upon producing such evidence as may from time to time be required by the Board as to his entitlement, either be registered himself as the holder of the share or elect to have some person nominated by him registered as the transferee of it.

39.2 If the person so becoming entitled elects to be registered himself, he shall give notice to the Company to that effect.

39.3 If the person so becoming entitled elects to have another person registered, he shall:

39.3.1 if it is a certificated share, execute an instrument of transfer of the share to that person; or

39.3.2 if it is an uncertificated share:

39.3.2.1 transfer the share to that person by means of a relevant system; or

39.3.2.2 change the share to a certificated share and execute an instrument of transfer of the share to that person.

39.4 All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if the death or bankruptcy of the Member or other event giving rise to the transmission had not occurred and the notice or instrument of transfer were an instrument of transfer signed by the Member.

39.5 The Board may give notice requiring a person becoming entitled to a share as described above to make the election referred to above. If that notice is not complied with within 60 days, the Board may withhold payment of all dividends and other amounts payable in respect of the share until notice of election has been made.

40. **RIGHTS OF PERSONS ENTITLED BY TRANSFER**

A person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law shall (upon such evidence being produced as may from time to time be required by the Board as to his entitlement) be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Member until he shall have become registered as the holder thereof.

ALTERATIONS OF CAPITAL

41. **CONSOLIDATION AND SUB-DIVISION**

41.1 The Company may from time to time by ordinary resolution but subject to the provisions of the Companies Acts:

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

41.1.2 sub-divide its shares or any of them into shares of smaller amount and the resolution may determine that as between the shares resulting from such sub-division any of them may have any preference or advantage or be subject to any restrictions as compared with the others.

41.2 Whenever as a result of a consolidation of shares any Member would become entitled to a fraction of a share, the Board may deal with the fractions as it thinks fit and in particular may sell the shares representing the fractions to any person (including subject to the Companies Acts, the Company) and distribute the net proceeds of sale in due proportion among those Members (except that if the amount due to a person is less than £3 or such other sum as the Directors may decide, the sum may be retained by the Company) and the Board may authorise some person to transfer or deliver the shares to or give any directions or take any step to effect the transfer and delivery, or in accordance with the directions of, the purchaser. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

42. **SALE OF SHARES OF UNTRACED MEMBERS**

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

42.1.1 for a period of twelve years in the course of which at least three cash dividends have become payable in respect of the share in question, no cash payment by the Company in respect of the share or its holder has been claimed or accepted and no communication has been received by the Company from the Member or any person entitled by transmission; and

42.1.2 the Company has at the expiration of the said period of twelve years given notice of its intention to sell such share by advertisement in both a national newspaper published in the United Kingdom and in 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 on the Member in the manner authorised by these Articles is located; and

42.1.3 the advertisements referred to in article 42.1.2 are published on the same day or within 30 days of each other; and

42.1.4 the Company has not during the further period of three months after the date of the latest of such advertisements and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission.

42.2 To give effect to any such sale the Company may appoint any person to transfer such share and such transfer shall be as effective as if it had been made by the registered holder of or

person entitled by transmission to such share. The Company shall account to the Member or other person entitled to such share for the net proceeds of such sale and shall be deemed to be his debtor and not a trustee for him in respect of the same. Any money not accounted for to the Member or other person entitled to such share shall be carried to a separate account and shall be a permanent debt of the Company. Money carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the Directors may from time to time think fit.

GENERAL MEETINGS

43. ANNUAL GENERAL MEETINGS

The Board shall convene and the Company shall hold annual general meetings in accordance with the Companies Acts.

44. GENERAL MEETINGS

The Board may, whenever it thinks fit, convene a general meeting of the Company.

NOTICE OF GENERAL MEETINGS

45. LENGTH OF NOTICE

45.1 An annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed by the Companies Acts. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, day and time of meeting, and the general nature of such business. Notice of every general meeting shall be given to all Members other than those who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the Auditors for the time being of the Company.

45.2 Notwithstanding that a meeting of the Company is called by shorter notice than that specified in these Articles, it shall be deemed to have been duly called if it is so agreed:

45.2.1 in the case of an annual general meeting, by all the Members entitled to attend and vote the Meeting; and

45.2.2 in the case of any other meeting by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right (excluding any shares in the Company held as treasury shares).

46. **OMISSION OR NON-RECEIPT OF NOTICE**

The accidental omission to give notice of a meeting or the accidental omission to send any document or information relating to a meeting, or the non-receipt of notice of a meeting, or such document or information by, any person entitled to receive the same shall not invalidate the meeting or the proceedings at that meeting.

47. **POSTPONEMENT OF GENERAL MEETING**

If the Board, in its absolute discretion considers that it is unpractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting it may postpone the general meeting to another date, time and place. When a meeting is so postponed, notice of the date, time and place of the postponed meeting shall be placed in at least two national newspapers in the United Kingdom. Notice of the business to be transacted at such postponed meeting shall not be required.

PROCEEDINGS AT GENERAL MEETINGS

48. **SECURITY ARRANGEMENTS**

The Board or the chairman of the meeting may direct that persons wishing to attend a general meeting should submit to such searches or other security arrangements or restrictions as the Board or the chairman shall consider appropriate in the circumstances and shall be entitled in its or his absolute discretion to, or to authorise some one or more persons who shall include a director or the secretary or the chairman of the meeting to, refuse entry to, or to eject from, such meeting any person who falls to submit to such searches or otherwise to comply with such security arrangements or restrictions.

49. **ACCOMMODATION OF MEMBERS AND SECURITY ARRANGEMENTS**

49.1 The Board may, for the purpose of controlling the level of attendance and ensuring the safety of those attending at any place specified for the holding of a general meeting, from time to time make such arrangements as the Board shall in its absolute discretion consider to be

appropriate and may from time to time vary any such arrangements in place or make new arrangements. The entitlement of any member or proxy to attend a general meeting at such place shall be subject to any such arrangements as may be for the time being approved by the Board. In the case of any meeting to which such arrangements apply the Board may, when specifying the place of the meeting:

49.1.1 direct that the meeting shall be held at a place specified in the notice at which the Chairman of the meeting shall preside (the **“Principal Place”**); and

49.1.2 make arrangements for simultaneous attendance and participation at other places by members otherwise entitled to attend the general meeting, but excluded from the Principal Place under the provisions of this Article, or who wish to attend at any of such other places, provided that persons attending at the Principal Place and at any of such other places shall be able to see, and hear and be seen and heard by, persons attending at the Principal Place and at such other places, by any means. Such arrangements for simultaneous attendance may include arrangements for controlling the level of attendance in any manner at any of such other places (as stated above), provided that they shall operate so that any members and proxies excluded from attending at the Principal Place are able to attend at one of the other places. For the purposes of all other provisions of these Articles any such meeting shall be treated as being held and taking place at the Principal Place.

50. **QUORUM**

No business shall be transacted at any general meeting unless a quorum is present when the meeting, proceeds to business, but the absence of a quorum shall not preclude the appointment, choice or election of a chairman which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, at least two Members present in person or by proxy and entitled to vote shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of these Articles to be present in person if represented by proxy or in accordance with the Companies Acts.

51. **QUORUM CALCULATION**

In calculating whether a quorum is present for the purposes of Article 50, if two or more persons are appointed as proxies for the same member or two or more persons are appointed as corporate representatives of the same corporate member, only one of such proxies and only one of such corporate representatives shall be counted.

52. **PROCEDURE IF QUORUM NOT PRESENT**

If within fifteen minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the 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 such other day (not being less than ten clear days thereafter) and at such other time or place as the chairman of the meeting may determine and, in this case, the Company shall give not less than seven days' notice in writing of the adjourned meeting. At any adjourned meeting held pursuant to this Article one member present in person or by proxy and entitled to vote (whatever the number of shares held by him) shall be a quorum, and any notice of any adjourned meeting given pursuant to this Article shall state that one Member present in person or by proxy and entitled to vote (whatever the number of shares held by him) shall be a quorum.

53. **ENTITLEMENT TO ATTEND AND SPEAK AT MEETINGS**

Each Director shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the Company. The chairman of a general meeting may permit persons who are not members entitled to attend and vote at the general meeting to attend and speak.

54. **CHAIRMAN OF GENERAL MEETINGS**

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 the meeting, 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 shall elect one of their number to be chairman.

55. **ORDERLY CONDUCT**

The chairman shall take such action as he thinks fit to promote the orderly conduct of the business of the meeting and the chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final and binding.

56. **ADJOURNMENTS**

56.1 The chairman of any general meeting may at his own discretion (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place (or sine die). In particular, the chairman of the meeting may, at his own discretion, adjourn any meeting if in his opinion:

56.1.1 the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;

56.1.2 the unruly conduct of persons attending the meeting prevents or is likely to prevent the ordinary continuation of the business of the meeting; or

56.1.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

56.2 No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

56.3 When a meeting is adjourned sine die the time and place for the adjourned meeting shall be fixed by the Board.

57. **NOTICES OF ADJOURNED MEETINGS**

When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Except where these Articles otherwise require it shall not be necessary to give notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

58. **AMENDMENTS TO RESOLUTIONS**

In the case of a resolution duly proposed as a special resolution no amendment thereto (other than a amendment to correct a patent error) may in any event be considered or voted upon and in the case of an ordinary resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon unless either at least forty-eight hours

before the time (without taking into account any part of a day that is not a working day) at which such ordinary resolution is to be proposed notice in writing of the terms of the amendment and the intention to move it has been lodged at the Office or the chairman of the meeting in his absolute discretion decides that it may be considered or voted upon.

59. **CHAIRMAN'S RULING ON AMENDMENTS TO BE CONCLUSIVE**

If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

VOTING

60. **METHOD OF VOTING**

60.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is duly demanded before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll. The chairman may demand a poll before a resolution is put to the vote on a show of hands.

60.2 Subject to the Companies Acts, a poll may be demanded by:

60.2.1 the chairman of the meeting

60.2.2 at least five Members present in person or by proxy and entitled to vote, or

60.2.3 any Member or Members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all Members having, the right to vote on such resolution, or

60.2.4 any Member or Members present in person or by proxy and holding shares conferring a right to vote on such resolution on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sums paid up on all shares conferring that right.

61. **CHAIRMAN'S DECLARATION**

Unless a poll is demanded in accordance with these Articles and the demand is not withdrawn, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be final and conclusive, and an entry to that effect in the minute book of the Company shall be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

62. **PROCEDURE IF POLL DEMANDED**

If a poll is duly demanded and not withdrawn it shall be taken in such manner as the chairman of the meeting shall direct and he may appoint scrutineers who need not be members. A demand for a poll may only be withdrawn with the consent of the chairman of the meeting. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

63. **WHEN POLL TO BE TAKEN**

A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner and either forthwith or on such date (being not later than 30 days after the date of the demand) and at such time and place as the chairman shall direct. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given, specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

64. **TRANSACTIONS OF OTHER BUSINESS AFTER DEMAND FOR POLL**

The demand for a poll on a particular matter (other than the election of the chairman of the meeting or an adjournment of the meeting) shall not prevent the continuance of a meeting for the transaction of any other business.

65. **VOTING RECORD DATE**

The Company may specify in the notice convening a general meeting that the right to vote at the meeting shall be determined by reference to the register of Members at a time that is not more than forty eight hours before the time for the holding of the meeting (and in calculating this period no account shall be taken of any part of a day that is not a working day).

66. **VOTES OF JOINT HOLDERS**

In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders,

and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.

67. **VOTES OF MEMBERS**

67.1 Subject to any special terms as to voting attached to any share by or in accordance with the Articles at a general meeting of the Company on a show of hands every Member who is present in person shall have one vote, every proxy who has been appointed by a member entitled to vote on the resolution shall (subject to Article 67.2), on a show of hands, have one vote, and on a poll every Member who is present in person or by proxy shall have one vote for each share of which he is the holder.

67.2 If, on a vote on a resolution on a show of hands a proxy has been duly appointed by more than one member entitled to vote on the resolution and is instructed by one or more of those members to vote for the resolution and by one or more others to vote against it, or is instructed by one or more of those members to vote in one way and is given discretion as to how to vote by one or more others (and wishes to use that discretion to vote in the other way) he has one vote for and one vote against the resolution.

68. **VOTING ON BEHALF OF INCAPABLE MEMBER**

A Member in respect of whom an order has been made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his own affairs may vote, whether on a show of hands or a poll, by any person authorised in such circumstances to do so on his behalf and that person may vote on a poll by proxy provided that such evidence as the Board may require of the authority of the person claiming to exercise the right to vote has been delivered to Office (or to such other place as may be specified in accordance with these Articles for the delivery of instruments of proxy) not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting or for the taking of the poll at which it is desired to vote.

69. **NO RIGHT TO VOTE IF SUMS OVERDUE ON SHARES**

No Member shall, unless the Board decides otherwise, be entitled to vote in respect of any shares at any general meeting or meeting, of the holders of any class of shares in the capital of the Company unless all calls or other sums presently payable by him in respect of those shares in the Company have been paid.

70. **OBJECTIONS TO ERRORS IN VOTING**

If:

70.1.1 any objection shall be raised to the qualification of any voter; or

70.1.2 any votes have been counted which ought not to have been counted or which might have been rejected; or

70.1.3 any votes are not counted which ought to have been counted

the objection or error shall not vitiate the decision of the meeting, or adjourned meeting, on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote was objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that it may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

PROXIES

71. **APPOINTMENT OF PROXIES**

An instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person duly authorised to sign it. A proxy need not be a Member. A Member may appoint more than one proxy in relation to a meeting provided that each proxy is appointed to exercise the rights attaching to different shares held by that Member. The Board may (and shall to the extent required by the Companies Acts) permit the appointment of a proxy to be sent or supplied in electronic form subject to such conditions and limitations as the Board may determine including, without limitation, as to authentication and the supply of an electronic address for the sending of documents or information relating to such proxy.

72. **DELIVERY OF INSTRUMENTS OF PROXY**

72.1 An instrument appointing, a proxy which is in hard copy form and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, must be delivered to the Office (or to such other place in the United Kingdom as may be specified for such purpose in the notice convening the

meeting, or in any notice of any adjournment or, in either case, in any accompanying document):

72.1.1 not less than forty-eight hours (or such shorter time as the Board may decide) before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

72.1.2 not less than twenty-four hours (or such shorter period as the Board may determine) before the time appointed for the poll in the case of a poll taken more than forty-eight hours after it was demanded; or

72.1.3 before the time at which the poll was demanded (or such later time as the Board may determine) in the case of a poll taken not more than forty-eight hours after it was demanded.

72.2 An instrument appointing a proxy which is in electronic form together with documents or information relating to the proxy, including (if required by the Board) evidence of authority and authentication, must be received at the address specified by the Company for receipt of appointments of proxy by electronic means:

72.2.1 not less than forty-eight hours (or such shorter time as the Board may decide) before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

72.2.2 not less than twenty-four hours (or such shorter period as the Board may determine) before the time appointed for the poll in the case of a poll taken more than forty-eight hours after it was demanded; or

72.2.3 before the time at which the poll was demanded (or such later time as the Board may determine) in the case of a poll taken not more than forty-eight hours after it was demanded.

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

72.4 Delivery of a form of proxy shall not preclude a Member from attending, and voting, in person at the meeting, or poll concerned.

72.5 In calculating the periods mentioned in this Article 72 no account shall be taken of any part of a day that is not a working day.

72.6 The accidental omission or the failure due to circumstances beyond the Company's control to send or make available appointments of proxy or invitations to appoint a proxy or the non-receipt thereof by any Member shall not invalidate the proceedings of any meeting.

72.7 The Company shall not be bound to enquire whether any proxy or corporate representative votes in accordance with the instructions given to him by the member he represents and if a proxy or corporate representative does not vote in accordance with the instructions of the member he represents the vote or votes cast shall nevertheless be valid for all purposes.

73. **MAXIMUM VALIDITY OF PROXIES**

No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.

74. **FORM OF PROXY**

Instruments of proxy shall be in any common form or in such other form or forms as the Board may approve and the Board may, if it thinks fit, but subject to the Companies Acts, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on an amendment of any resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

75. **CANCELLATION OF PROXIES**

A vote given or a poll demanded as authorised by or 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 instrument of proxy or of the authority under which it was executed, unless notice in writing of such death, incapacity or revocation shall have been received by the Company at the Office (or such other place in the United Kingdom as may be specified for the receipt or delivery of instruments of proxy in accordance with these Articles) not later than the last time at which an appointment of proxy should have been received in order to be valid for use at the meeting or on the taking of a poll, at which the instrument of proxy is used.

76. **SUSPENSION OF RIGHTS AFTER FAILURE TO DISCLOSE INTERESTS**

76.1 Where any registered holder of any shares in the Company or any named person in respect of any shares in the Company fails to comply within the period specified in such notice with any notice (in this Article called a "statutory notice") given by the Board in its absolute discretion under the Companies Acts requiring him to give particulars of any interest in any such shares, the Company may give the registered holder of such shares a notice (in this Article called a "restriction notice") stating or to the effect that such shares shall from the service of such restriction notice confer on such registered holder no right to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of the shares of that class until the statutory notice has been complied with and such shares shall confer no right to attend or vote in relation to any such meeting accordingly.

76.2 Where the shares subject to any restriction notice represent 0.25 per cent or more of the class of share concerned then the restriction notice may additionally direct that:

76.2.1 any dividend or other money which would otherwise be payable on such shares (or any shares otherwise distributable in lieu of such payment) shall be retained by the Company until such time as the restriction notice is cancelled or ceases to have effect for any reason without any liability to pay interest thereon when such money is finally paid to the person entitled to it; and/or

76.2.2 no transfer shall be registered unless the registered holder of such shares is not himself in default as regards supplying the information requested and such holder proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares which are the subject of the transfer.

For the purpose of enforcing the sanction in Article 76.2.2 above the Board may give notice to the registered holder of such shares requiring such holder to change any of such shares held in uncertificated form to certificated form by the time stated in the notice. The notice may also state that such holder may not change any default shares held in certificated form to uncertificated form. If such holder does not comply with the notice, the Board may authorise a person to change default shares held in uncertificated form to certificated form in the name and on behalf of such holder.

76.3 For the purposes of this Article:

76.3.1 a "named person" means a person named as having an interest in the shares concerned in any response to any statutory notice served on the registered holder or on a person previously so named and any person whom the Company (after taking

account of information obtained in response to any such notice) knows or has reasonable cause to believe is a person who has such an interest; and

76.3.2 "interest" is to be construed in accordance with sections 820 to 825 of the Companies Act 2006.

76.4 The prescribed period in respect of any particular Member is 14 days from the date of service of the statutory notice.

76.5 A restriction notice shall have effect in accordance with its terms for so long as in the opinion of the Board the default in respect of which the statutory notice is served continues and (unless the Board otherwise determines) for a period of seven days thereafter but may be cancelled by the Board at any time and shall automatically cease to have effect in respect of any share sold:

76.5.1 to an offeror by way or in pursuance of acceptance of an offer made to all the holders (or all the holders other than the person making the offer and his nominees) of the shares in the Company to acquire those shares or a specified proportion of them, or to all the holders (or all the holders other than the person making the offer and his nominees) of a particular class of those shares to acquire the shares of that class or a specified proportion of them; or

76.5.2 in circumstances where the Board is satisfied that the sale is of the whole beneficial ownership of the shares to a party unconnected with the vendor thereof and with other persons appearing to be interested in such shares; or

76.5.3 when the sale is made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or any stock exchange outside the United Kingdom on which the Company's shares are normally traded

seven days after receipt by the Company of notice of such sale or upon registration of the relevant transfer (if earlier).

76.6 Nothing contained in this Article shall limit the power of the Board under section 793 of the Companies Act 2006.

DIRECTORS

77. **NUMBER OF DIRECTORS**

Unless and until otherwise determined by ordinary resolution of the Company, the Directors shall be not less than two and not more than ten.

78. **POWER OF COMPANY TO APPOINT DIRECTORS**

Subject to the provisions of these Articles, the Company may by ordinary resolution elect any person to be a Director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles.

79. **POWER OF BOARD TO APPOINT DIRECTORS**

Without prejudice to the power of the Company in general meeting to appoint any person to be a Director under any of the provisions of these Articles, the Board may appoint any person to be a Director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election but shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at such meeting.

80. **POWER OF COMPANY TO REMOVE**

The Company may by special resolution remove any Director before the expiration of his period of office and may (subject to these Articles) by ordinary resolution appoint another person in his place. Any person so 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.

81. **PERSONS ELIGIBLE TO BE DIRECTORS**

No person other than a Director retiring at the meeting shall, unless recommended by the Board, be eligible for election to the office of Director at any general meeting, unless, not less than seven and not more than thirty five clear days before the day appointed for the meeting, there has been to the Secretary notice in writing by some Member (not being the person to be proposed) entitled to attend and vote at the meeting for which such notice is given of his

intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected.

82. **AGE OF DIRECTORS**

No person shall be disqualified from being appointed a Director and no Director shall be required to vacate that office by reason only of the fact that he has attained any particular age, nor shall it be necessary to give special notice under the Companies Acts of any resolution appointing, re-appointing or approving the appointment of a Director by reason of his age.

83. **DIRECTOR'S SHAREHOLDING QUALIFICATION**

No shareholding qualification for Directors shall be required.

84. **VACATION OF OFFICE BY DIRECTORS**

84.1 Without prejudice to the provisions for retirement by rotation or otherwise contained in these Articles, the office of a Director shall be vacated if:

84.1.1 he resigns his office by notice in writing delivered to the Office or tendered at a meeting of the Board;

84.1.2 the Board resolves that he is through physical or mental incapacity or mental disorder no longer able wholly or partly to perform the functions of a director;

84.1.3 he is absent without permission from meetings of the Board (whether or not an alternate Director appointed by him attends) for twelve consecutive months, and the Board resolves that his office is vacated;

84.1.4 he becomes bankrupt or enters into a composition generally with his creditors in satisfaction of his debts;

84.1.5 he is prohibited by law from being a Director;

84.1.6 he ceases to be a Director by virtue of the Companies Acts or is removed from office pursuant to these Articles.

84.2 Without prejudice to any of the provisions for vacation of office of Directors or for the retirement by rotation or otherwise contained in these Articles, the office of a Director shall be vacated if by notice in writing, delivered to the Office or tendered at a meeting of the Board

his resignation is requested by all of the other Directors and all of the other Directors are not less than three in number.

85. **ROTATION AND RETIREMENT OF DIRECTORS**

Each Director shall retire from office at the third annual general meeting after the annual general meeting at which he was last elected or after his appointment as a Director. A Director retiring at a meeting shall retain office until the dissolution of such meeting.

86. **RE-ELECTION OF RETIRING DIRECTOR**

A retiring Director shall be eligible for re-election.

87. **MEETING TO FILL UP VACANCIES**

The Company at any general meeting at which any Directors retire in manner aforesaid, may subject to any resolution reducing the number of Directors, fill up the vacated offices by electing a like number of persons to be Directors and may fill up any other vacancies.

88. **RETIRING DIRECTOR TO REMAIN IN OFFICE UNTIL SUCCESSOR APPOINTED**

If at any general meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, then, subject to any resolution reducing the number of Directors, the retiring Directors, or such of them as have not had their places filled up, shall, if willing, continue in office until the dissolution of the annual general meeting in the next year, unless, as regards any particular Director, a resolution for his re-election shall have been put to the meeting and lost.

89. **ALTERNATE DIRECTORS**

89.1 Each Director may appoint any person to be his alternate Director and may at his discretion remove such alternate Director. If the alternate Director is not already a Director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved. Any appointment or removal of an alternate Director shall be effected by notice in writing, signed by the appointor and delivered to the Office or tendered at a meeting of the Board. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and

duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director.

- 89.2 Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director.
- 89.3 Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
- 89.4 An alternate Director shall *ipso facto* cease to be an alternate Director if his appointor ceases for any reason to be a Director provided that, if at any meeting, any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.

90. **DIRECTORS' FEES**

Each of the Directors shall be paid out of the funds of the Company a fee at such rate as may from time to time be determined by the Board provided that such fees in aggregate shall not exceed £150,000 per annum (exclusive of VAT).

91. **DIRECTORS EXPENSES**

Each Director may be paid out of the funds of the Company his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director.

92. **EXECUTIVE DIRECTORS AND REMUNERATION**

92.1 The Board may by unanimous resolution of all the other Directors appoint any one or more of their body to be Managing Director or to hold other executive office (other than that of auditor) for such period (subject to the Companies Acts) and on such terms as the Board may think fit and may by unanimous resolution of all the other Directors remove any such person from such office. For these purposes such a resolution may be a written resolution signed by all the other Directors. Such resolution can be passed using several copies of a document, if each copy is signed by each of the other Directors. These copies can be facsimile or electronic copies. No signature is necessary if electronic copies are used, subject to any terms and conditions the Board decide.

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

93. **DIRECTORS' INTERESTS**

93.1 Subject to the provisions of the Companies Acts, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a Director notwithstanding his office:-

- 93.1.1 may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- 93.1.2 may be or become a member or director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
- 93.1.3 may be a party to or otherwise directly or indirectly interested in any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 93.1.4 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;
- 93.1.5 shall not infringe or be in breach of his duties to the Company by reason of such interest.
- 93.2 The Board may cause the voting, power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company
- 93.3 No Director who is also a director (by whatever name called) of any other body corporate shall be liable to account to or compensate the Company or the Members in respect of any act or decision made or taken by him or her bona fide in his or her capacity as such a director, notwithstanding that any such act or decision may involve or result in a correlative or consequential decision by such Director as a Director or the Company, provided always that such correlative or consequential decision is also taken bona fide; and for the avoidance of doubt:
- 93.3.1 the foregoing provision shall apply irrespective of whether such Director is also interested in such body corporate in any capacity otherwise than as a director thereof;

93.3.2 such Director shall equally not be liable to account to or compensate the Company or the Members in respect of any such correlative or consequential decision as aforesaid.

94. **DIRECTORS' SITUATIONAL CONFLICTS**

94.1 The Board may authorise, to the fullest extent permitted by law:

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

94.1.2 a Director to accept or continue in any office, employment or position in addition to his office as a Director of the Company and without prejudice to the generality of this Article 94.1 may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises.

94.2 An authorisation under Article 94.1 may be given subject to such terms and conditions as the Board think fit to impose at the time of such authorisation or subsequently and the authorisation may be varied or terminated by the Board at any time.

94.3 An authorisation under Article 94.1 is only effective if any requirement as to the quorum of the meeting is met without the Director in question and any other interested Director counting in the quorum at any meeting at which such matter, or such office, employment or position, is approved and the authorisation is agreed to without their voting or would have been agreed to if their votes had not been counted.

94.4 If a matter or office, employment or position, has been authorised by the Board in accordance with this Article 94 (and subject to Article 94.2) then:

94.4.1 the Director shall not be under any duty to the Company in respect of any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position. In particular, the Director shall not be in breach of the general duties he owes to the Company under the

Companies Acts because he fails to disclose such information to the Board or to any Director or other officer or employee of the Company and/or fails to use or apply any such information in performing his duties as a Director of the Company;

94.4.2 the Director may (and shall if required by the Board) absent himself from meetings or discussions of the Board at which anything relating to that matter, or that office, employment or position, will or may be discussed; and

94.4.3 the Director may (and shall if required by the Board) decline to review information provided by the Company which will or may relate to or be connected to that matter, or that office, employment or position.

94.5 A Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been approved by the Board pursuant to this Article 94 (subject in any such case to any terms or conditions to which such approval is for the time being subject).

94.6 This Article 94 is without prejudice to the operation of Article 93.1 and a director who shall have in accordance with Article 95 disclosed any interest shall not infringe or be in breach of his duties by reason of such interest.

94.7 This Article 94 does not apply to any transaction or arrangement with the Company and any reference in this article to a conflict of interest includes a conflict of interest and duty and conflict of duties.

95. **VOTES AND DIRECTORS' INTERESTS**

95.1 A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall 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 so interested. For the purposes of this Article, a general notice to the Board by a Director to the effect that:

95.1.1 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 that company or firm; or

95.1.2 he is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with a specified person who is connected with him within the meaning of the Companies Acts

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to procure that it is brought up and read at the next Board meeting after it is given.

95.2 Save as otherwise provided by these Articles, a Director shall not vote (nor be counted in the quorum) on any resolution of the Board in respect of any contract or arrangement or any other proposal in which he has an interest which (together with the interest (if any) of any person connected with him within the meaning of the Companies Acts (a "connected person")) is to his knowledge a material interest, otherwise than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company, and if he shall do so his vote shall not be counted, but (in the absence of some other material interest than is indicated below) this prohibition shall not apply to any of the following matters namely:

95.2.1 the giving of any security, guarantee or indemnity in respect of:

95.2.1.1 money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;

95.2.1.2 a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;

95.2.2 a contract, arrangement, transaction or proposal concerning the offer of any shares, debentures or other securities of the Company or any of its subsidiary undertakings in which offer he is or maybe entitled to participate as a holder of securities or in the underwriting or sub-underwriting of such offer;

95.2.3 any contract, arrangement, transaction or proposal relating to any other company (not being a company in which the Director to his knowledge owns 1 per cent or more within the meaning of Article 95.3) in which he is interested directly or indirectly whether as an officer, creditor, shareholder or otherwise howsoever;

- 95.2.4 any contract, arrangement, transaction or other proposal for the benefit of the employees of the Company or of any of its subsidiary undertakings which does not award him any privilege or advantage not generally awarded to the employees to which it relates;
- 95.2.5 any proposal, contract, arrangement or transaction concerning the purchase or maintenance of any insurance which the Company is empowered to purchase and/or maintain for the benefit of any Directors or persons who include Directors.
- 95.2.6 any correlative or consequential decision such as is referred to in Article 93.3 above; and
- 95.3 A company shall be deemed to be a company in which a Director owns 1 per cent or more if and so long as (but only if and so long as) the Director together with any connected person (as defined in Article 95.2) (either directly or indirectly) holds an interest in shares (as that term is defined in sections 820 to 825 of the Companies Act 2006) representing 1 per cent or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For the purpose of this paragraph there shall be disregarded any shares held by a Director or connected person as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the interest of the Director or connected person is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or connected person is interested only as a unit holder.
- 95.4 Where a company in which a Director holds 1 per cent or more is materially interested in a transaction, then that Director shall also be deemed materially interested in such transaction.
- 95.5 Where arrangements are under consideration concerning the appointment (including the arrangement or variation of the terms thereof, or the termination thereof) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, the proposals may be divided and considered in relation to each Director separately, and in such case each of the Directors concerned (if not otherwise debarred from voting under these Articles) 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 the terms thereof, or the termination thereof).
- 95.6 If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote or be counted in the quorum and such question is not

resolved by his voluntarily agreeing to abstain from voting or not to be Counted in the quorum, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the chairman of the meeting. If any question as aforesaid shall arise in respect of the chairman of the meeting, such question shall be decided by a resolution of the Board (for which purpose such chairman shall be counted in the quorum but shall not vote thereon) and such resolution shall be final and conclusive except in the case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

- 95.7 The Company may by special resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

POWERS AND DUTIES OF THE BOARD

96. POWERS OF COMPANY VESTED IN THE BOARD

- 96.1 The business of the Company shall be managed by the Board, which may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Companies Acts or these Articles required to be exercised by the Company in general meeting, subject nevertheless to the Companies Acts and these Articles and to any directions given by special resolution but no such direction shall invalidate any prior act of the Board which would have been valid if such direction had not been given. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

- 96.2 The Company may change its name by resolution of the Board.

97. AGENTS

The Board may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such appointment it may contain such provisions for the protection and convenience of persons dealing with any such agent as the Board may think fit, and may also authorise any such agent to sub-delegate all or any of the

powers, authorities and discretion vested in him. Each and every power, authority and discretion vested in the Board under these Articles may be delegated under this Article and no such power, authority or discretion shall be regarded as being incapable of delegation under this Article.

98. **DELEGATION TO INDIVIDUAL DIRECTORS**

The Board may entrust to and confer upon any Director any of its powers, authorities and discretions (with power to sub-delegate) upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, authorities and discretions and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby. Each and every power, authority and discretion vested in the Board under these Articles may be delegated under this Article and no such power, authority or discretion shall be regarded as being incapable of delegation under this Article.

99. **REGISTERS**

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

100. **SIGNATURE OF CHEQUES AND OTHER DOCUMENTS**

All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

101. **BOARD'S POWER TO GRANT PENSIONS AND OTHER BENEFITS**

The Board on behalf of the Company may, subject to the Companies Acts, exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any Director or former Director or the relations or dependants of any such person provided that no pension, annuity or other allowance or benefit (except such as may be provided for by any other Article) shall be granted to a Director or former Director who has not been an Executive Director or has held any other office or place of profit under the Company or any of its subsidiary undertakings. For that purpose the Directors may procure the establishment and maintenance of, or participate in, or contribute to, any non-contributory or contributory

pension or superannuation fund, scheme or arrangement or pay any insurance premiums. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

102. **PROVISION FOR EMPLOYEES**

The Board may exercise any power conferred by the Companies Acts to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiary undertakings in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary undertaking.

103. **BORROWING POWERS**

103.1 The Board may exercise all the powers of the Company to borrow money and mortgage or charge all or any part of its undertaking, property and assets (present or future) and uncalled capital and, subject to the Companies Acts, 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.

103.2 The Board shall restrict the borrowings of the Company and shall exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) with a view to securing (but as regards subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Board can secure) that the aggregate principal amount outstanding of all moneys borrowed by the Group (exclusive of moneys owing by one Group Company to another) shall not at any time, without the previous sanction of an ordinary resolution of the Company, exceed an amount equal to the adjusted total of capital and reserves.

103.3 In this Article "**the adjusted total of capital and reserves**" means until the publication of the first Relevant Balance Sheet an amount equal to the amount paid up or credited as paid up on the share capital of the Company (including any share premium) adjusted in respect of any variation in the amount paid up on the issued share capital of the Company and in its share premium account or capital redemption reserve and thereafter the aggregate of:

- (a) the amount paid up on the issued share capital of the Company (including any share premium); and
- (b) the amount standing to the credit of capital and revenue reserves

all as shown in the Relevant Balance Sheet but adjusted as may be necessary to take account of:

- (c) any variation in the amount paid up on the issued share capital of the Company and in the share premium account or capital redemption reserve since the date of such balance sheet, for this purpose if a proposed allotment of shares by the Company for cash has been underwritten, those shares are deemed to have been allotted and the amount (including any premium) of the subscription moneys payable in respect of those shares not later than six months after the date of allotment is deemed to have been paid up to the extent underwritten on the date on which the issue of those shares was underwritten (or, if the underwriting was conditional, the date on which it became unconditional);
- (d) any distribution declared, recommended or paid from such reserves (other than to a Group Company) not provided for in the Relevant Balance Sheet;
- (e) the deduction of any debit balance on revenue account or other reserves as shown in such balance sheet; and
- (f) all such other adjustments (if any) which are in the absolute discretion of the Board, necessary or appropriate to take account of other changes in circumstances since the date of the Relevant Balance Sheet.

103.4 In this Article:

"External Capital" means issued and paid up equity share capital that is not owned directly or indirectly by a Group Company;

"Group" means the Company and any Subsidiary Undertakings from time to time;

"Group Company" means the Company or any Subsidiary Undertaking;

"Partly Owned Company" means a Subsidiary Undertaking which has External Capital in issue;

"Relevant Balance Sheet" means the balance sheet in the latest published audited accounts of the Company and shall be the consolidated balance sheet of the Company and any Subsidiary Undertakings if such a balance sheet was included in those accounts;

"Relevant Proportion" means in relation to any Partly Owned Company a percentage equal to the percentage that the External Capital of that Partly Owned Company forms of the whole of the issued and paid-up equity share capital of that Partly Owned Company;

"Subsidiary Undertaking" means a subsidiary undertaking of the Company other than a subsidiary undertaking which was excluded from consolidation in the Relevant Balance Sheet in accordance with the Companies Acts.

103.5 In this Article "moneys borrowed" shall include:

- (a) the principal amount of any loan capital issued by any Group Company notwithstanding that such capital may have been issued in whole or in part for a consideration other than cash;
- (b) the nominal amount of any issued share capital and the principal amount of any borrowed money the redemption or repayment of which (other than subject to Article 103.6 to a Group Company) is guaranteed or secured or the subject of an indemnity by a Group Company except so far as such borrowed money is otherwise taken into account as moneys borrowed for the purpose of this Article;
- (c) the principal amount of any preference share capital of any Subsidiary Undertaking beneficially owned otherwise than (subject to Article 103.6) by a Group Company;
- (d) any fixed or minimum premium payable on final redemption or repayment of any moneys borrowed;

but shall not include:

- (e) amounts borrowed for the express purpose of repaying (with or without premium) any borrowings then outstanding and applied for that purpose within six months of being so borrowed (pending their being so applied);

- (f) (subject to Article 103.6) borrowings by one Group Company from another;

and in calculating moneys borrowed for the purposes of this Article there shall be deducted:

- (g) an amount equal to the aggregate of:
 - (i) all cash in hand and cash deposits repayable on demand or within three months of such demand with any bank or financial institution which is not a Group Company; and
 - (ii) investments which are readily convertible into known amounts of cash with notice of 7 days or less

in each case beneficially owned by a Group Company and whether or not denominated in sterling.

103.6 In calculating moneys borrowed for the purposes of this Article:

- (a) the relevant percentage of borrowings by other Group Companies from a Partly Owned Company are not to be excluded pursuant to Article 103.5(f);
- (b) the relevant percentage of any moneys borrowed by that Partly Owned Company shall be deducted in calculating the total amount of moneys borrowed;
- (c) the relevant percentage of:
- (d) any share capital or borrowed money referred to in Article 103.5(b) or any premium referred to in Article 102.5(d) which is redeemable or repayable to that Partly Owned Company; and
- (e) the principal amount of any preference share capital of any Subsidiary Undertaking which is beneficially owned by such Partly Owned Company shall be treated as moneys borrowed.

103.7 When the aggregate amount of moneys borrowed on any particular day is being ascertained for the purposes of this Article any sum denominated or repayable (or repayable at the option of any person other than a Group Company) in a currency other than sterling shall, if not

subject to a contract or arrangement determining the applicable rate of exchange, be converted for the purpose of calculating the sterling equivalent at the rate of exchange prevailing in London at the close of business on the last business day before that day or, if it would result in a lower sterling equivalent, at the rate of exchange prevailing in London six months before such day (and for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business on the day in question or, if that is not a business day, on the last business day before the day in question).

103.8 No person dealing with the Company or any member of the Group shall by reason of this Article be concerned to see or inquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or security given actual notice that the said limit had been or would thereby be exceeded.

103.9 A certificate or report by the Auditors as to the adjusted total of capital and reserves or the amount of any borrowing or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of that fact or amount. For the purposes of their certificate or report the Auditors may at their absolute discretion make such further adjustments (if any) as they think fit.

103.10 For the purposes of this Article the Board may act in reliance on a bona fide estimate of the amount of the adjusted total of capital and reserves and/or of moneys borrowed and if in consequence the limit imposed by this Article is inadvertently exceeded an amount of moneys borrowed equal to the excess may be disregarded until the expiry of two months after the day on which (by reason of a determination of the Auditors or otherwise) the Board becomes aware that such limit has been exceeded.

PROCEEDINGS OF THE BOARD

104. BOARD MEETINGS

Subject to the provisions of these Articles the Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Director may, and the Secretary on the requisition of any Director shall, at any time summon a Board meeting.

105. **NOTICE OF BOARD MEETINGS**

Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent to him in writing to any address given by him to the Company for this purpose or sent to him in electronic form to such address given by him for this purpose. A Director absent or intending to be absent from the United Kingdom may request that notices of Board meeting shall during his absence be sent to him in writing or in electronic form at any address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either prospectively or retrospectively.

106. **QUORUM**

The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two. A person who is an alternate Director but not also a Director shall be counted in the quorum if his appointor is not present. Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of that Board Meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

107. **DIRECTORS BELOW MINIMUM THROUGH VACANCIES**

The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing 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 able or willing to act, then any two Members may summon a general meeting for the purpose of appointing Directors.

108. **APPOINTMENT OF CHAIRMAN**

The Board may elect a Chairman and one or more Deputy Chairmen of its meetings and determine the period for which they are respectively to hold such office. If no such Chairman or Deputy Chairman is elected, or if at any meeting neither the Chairman nor any Deputy Chairman is present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

109. **COMPETENCE OF MEETINGS**

A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

110. **VOTING**

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

111. **DELEGATION TO COMMITTEES**

111.1 The Board may delegate any of its powers, authorities and discretion (with power to sub-delegate) to committees consisting of such person or persons (whether a member or members of its body or not) as it thinks fit.

111.2 The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as these are applicable and are not superseded by any regulations imposed by the Board under this Article.

111.3 Each and every power, authority or discretion under these Articles vested in the Board may be delegated by the Board to a committee in accordance with the provisions of this Article and no such power, authority or discretion shall be regarded as being incapable of delegation to such a committee.

112. **ELECTRONIC PARTICIPATION IN MEETINGS**

112.1 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board by means of conference telephone or any other form of communications equipment, (provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting), by a series of telephone calls from the Chairman of the meeting or by exchange of communications in electronic form addressed to the Chairman of the meeting.

112.2 A person so participating by being present or being in telephone communication with or by exchanging communication in electronic form with those in the meeting or with the Chairman of the meeting shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place

where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting is.

112.3 A resolution passed at any meeting held in the above manner, and authenticated by the Chairman of the meeting or the Secretary, shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee, as the case may be) duly convened and held.

113. **WRITTEN RESOLUTIONS OF DIRECTORS**

A resolution in writing authenticated by all the Directors (or their duly appointed alternates) for the time being entitled to receive notice of a meeting of the Board (provided that number is sufficient to constitute a quorum) or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each authenticated by one or more of the Directors or members of the committee concerned. Such resolution need not be authenticated by any director who is prohibited by these Articles from voting on such resolution or whose vote would not count in relation thereto.

114. **VALIDITY OF ACTS OF BOARD OR COMMITTEE**

All acts done by the Board or by any committee or by any person acting as a Director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee and had been entitled to vote.

SECRETARY

115. **THE SECRETARY**

115.1 Subject to the Companies Acts the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit and any Secretary so appointed may be removed by the Board.

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

AUTHENTICATION OF DOCUMENTS

116. POWER TO AUTHENTICATE DOCUMENTS

Any Director or the Secretary or any persons appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the holders of any class of shares of the Company or the Board or any committee of the Board and any books, records, documents and accounts relating to the business of the Company and certify copies thereof or extracts therefrom as true copies or extracts. A document purporting to be a copy or reproduction of the minutes of or an extract from the minutes of a meeting of the Company or the holders of any class of shares of the Company or of the Board or any committee of the Board that is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith of that document that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

SEALS

117. CUSTODY OF SEALS, OFFICIAL SEAL

- 117.1 The Board shall provide for the custody of every Seal. Save as provided in this Article a Seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf subject as otherwise provided in these Articles, any instrument to which the common seal is affixed shall be signed by one or more Directors and the Secretary or by two or more Directors or by at least one signatory appointed and authorised for the purpose by the Board in the presence of a witness, and any instrument to which an official seal is affixed need not, unless the Board for the time being otherwise requires, be signed by any person. The Board may decide that specific documents or documents of specific descriptions may be printed, in any way, with a copy or representation of these signatures. The representation may be made or produced mechanically, electronically or in any other way approved by the Board.

- 117.2 A document signed by a Director and by the Secretary or by two Directors or by a Director in the presence of a witness who attests the signature and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if it were executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of it having been executed by the Company.
- 117.3 The Company may exercise all the powers conferred by the Companies Acts with regard to having official seals and those powers shall be vested in the Board.

RESERVES, DIVIDENDS AND OTHER PAYMENTS

118. RESERVES

The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

119. CAPITAL RESERVE

- 119.1 Any distribution as dividend of surpluses arising from the realisation of investments (within the meaning of section 842 of the Income and Corporation Taxes Act 1988) is prohibited and, so long as the Company has given and not revoked notice of its intention to carry on business as an investment company under section 833 of the Companies Act 2006, any distribution of the Company's capital profits (within the meaning of section 833(2)(c) of the Companies Act 2006) otherwise than by way of the redemption or purchase of any of the Company's own shares in accordance with the Companies Act 2006 is prohibited.
- 119.2 The Board shall establish a reserve to be called the Capital Reserve.
- 119.3 All moneys realised on or derived or arising from the sale, realisation or payment off of or other dealings with any capital assets of the Company in excess of the book value of such

assets and all other moneys in the nature of accretion to capital shall in the absolute discretion of the Board be carried to the credit of the Capital Reserve or applied in providing for depreciation or contingencies.

119.4 The Capital Reserve and any moneys so provided for depreciation or contingencies shall not be available for the payment of dividends (within the meaning of section 842 of the Income and Corporation Taxes Act 1988 (as amended)) or, so long as the Company has given and not revoked notice of its intention to carry on business as an investment company under section 833 of the Companies Act 2006, the making of distributions otherwise than by way of redemption or purchase of the Company's own shares in accordance with the Companies Act 2006, but may be applied for any other purpose for which sums standing to the credit of any revenue reserve may be applied.

119.5

119.5.1 Any expense, loss, interest or other charge or liability (or provision therefor) which the Board considers to relate to a capital item or which the Board otherwise considers appropriate to be debited to the Capital Reserve (including, without limitation, the whole or any part of any management fees incurred by the Company); and

119.5.2 any other losses realised on the sale, realisation or payment off of or other dealings with any capital assets and any depreciation in the value of any capital assets

may be debited, together with any taxation relevant to capital transactions, to the Capital Reserve except in so far as the Board shall in its discretion decide to make good the same out of other funds of the Company.

119.6 The Board may determine whether any amount received by, or accruing to, the Company in any manner is to be dealt with as income or capital or partly in one way and partly in the other.

120. **DECLARATION OF DIVIDENDS BY THE COMPANY**

Subject to the Companies Acts and to Article 119, the Company in general meeting may from time to time declare dividends to be paid to the Members according to their respective rights but no dividend shall exceed the amount recommended by the Board.

121. **CALCULATION AND CURRENCY OF DIVIDENDS**

121.1 Except in so far as the rights attaching to any share otherwise provide:

121.1.1 all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share;

121.1.2 all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; and

121.1.3 dividends may be declared or paid in any currency.

121.2 The Board may agree with any member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may upon the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

122. **PAYMENT OF INTERIM AND FIXED DIVIDENDS**

Subject to the Companies Acts, in so far as in the opinion of the Board the profits of the Company justify such payments the Board may pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half yearly or other dates prescribed for the payment thereof and may also from time to time pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as it thinks fit. If the Board acts in good faith it shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of an interim dividend on any other shares.

123. **AMOUNTS DUE ON SHARES MAY BE RETAINED FROM DIVIDENDS**

123.1 The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company.

123.2 The Board may retain the dividends payable upon shares in respect of which any person is entitled to become a Member under the provisions of these Articles as to the transmission of shares or that any person is under those provisions entitled to transfer until that person becomes a Member in respect of those shares or transfers the same.

124. **NO INTEREST ON DIVIDENDS**

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

125. **PAYMENT PROCEDURE**

Any dividend or any other moneys payable on or in respect of shares may be paid by cheque, warrant or similar financial instrument, or by any other means (including electronic means) of moving funds, sent to such person and to such address as the holder or joint holders or person entitled thereto may in writing direct or in the absence of any such direction sent to the registered address of the member or person entitled thereto or, in the case of joint holders, to the registered address of the holder who is first named in the Register. Every such cheque, warrant, financial instrument or other form of payment shall be made payable to the person to whom it is sent or to such other person as the holder or joint holders or person entitled thereto may in writing direct, and payment of any cheque, warrant, instrument or other form of payment shall be a good discharge to the Company. Every such payment shall be sent at the risk of the person entitled to the money represented thereby.

126. **FORFEITURE OF UNCLAIMED DIVIDENDS**

Any dividend unclaimed after a period of twelve years from the date such dividend was declared or became due for payment shall be forfeited and shall revert to the Company and the payment by the Board of any unclaimed dividend, interest or other sum payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

127. **DIVIDENDS TO BE SATISFIED BY DISTRIBUTION OF ASSETS**

Any general meeting declaring a dividend may by ordinary resolution, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or in part by the distribution of specific assets, and in particular of paid up shares or debentures of any other company, and the Board shall give effect to such direction, and where any difficulty arises in regard to such distribution the Board may settle it as it thinks expedient, and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions and arrange for the distribution of the net proceeds of sale in due proportion among the Members who would have been entitled to the fractions, or for the retention of such net proceeds for the benefit of the Company, or may ignore fractions altogether and may fix the value for distribution purposes of any such specific assets and may determine that cash

payments shall be made to any Members upon the footing of the value so fixed in order to secure equality of distribution and may vest such specific assets in trustees as may seem expedient to the Board.

128. **CAPITALISATION OF RESERVES**

128.1 The Board may, with the authority of an ordinary resolution:

128.1.1 resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account, capital redemption reserve or revenue reserve) whether or not available for distribution;

128.1.2 appropriate the sum resolved to be capitalised to the Members or persons entitled to it if it were distributed by way of a dividend and in the same proportion, and apply that sum on their behalf in or towards:

128.1.2.1 paying up the amounts for the time being unpaid on any shares in the Company held by them respectively; or

128.1.2.2 paying up in full new shares, debentures or other obligations of the Company, to be allotted, distributed and credited as fully paid up among such Members accordingly, or partly in one way and partly in the other

but a share premium account, a capital redemption reserve, and any other reserves which are not available for distribution, may for the purposes of this Article, be applied only in paying up in full new shares of the Company to be allotted to such Members credited as fully paid.

128.2 The Board may make any arrangements it thinks fit to resolve any difficulty which arises in regard to any distribution under this Article and in particular may authorise any person to sell and transfer any fractions and arrange for the distribution of the net proceeds of sale in due proportion among the Members who would have been entitled to the fractions (or if the amount due to a Member is less than £3 such net proceeds maybe retained for the benefit of the Company) or may resolve that the distribution should be as nearly as may be practicable (but not exactly) in the correct proportion or may ignore fractions altogether and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board.

128.3 The Board may appoint any person to sign on behalf of the persons entitled to participate in any distribution under this Article any contract necessary or desirable for giving effect to this Article and such appointment shall be effective and binding upon the Members.

128.4 The Board may generally do all acts and things required to give effect to any resolution passed in accordance with this Article.

129. **SCRIP DIVIDENDS**

129.1 The Board may, if authorised by an ordinary resolution of the Company, implement and maintain, in accordance with the terms of such resolution and otherwise as the Board may from time to time decide, a share dividend scheme for the benefit of the holders of Ordinary Shares of the Company under which those holders may be given one or more of the following options:

129.1.1 instead of receiving the net cash amount due to them in respect of any dividend (or any part thereof) declared or payable on all or any Ordinary Shares held by them, to invest such cash either in subscribing for new Ordinary Shares of the Company payable in full or by instalments or in paying up in full or by instalments any unpaid or partly paid Ordinary Shares already held by them on the terms of any such scheme; or

129.1.2 instead of receiving the net cash amount due to them in respect of any dividend (or any part thereof) declared or payable on all or any Ordinary Shares held by them, to elect to receive new Ordinary Shares of the Company credited as fully paid on the terms of any such scheme; or

129.1.3 to forego their entitlement to any dividend (or any part thereof) declared or payable on all or any Ordinary Shares held by them and to receive instead fully paid Ordinary Shares allotted and issued by way of capitalization of reserves and on the terms and conditions of any such scheme; or

129.1.4 such other option in respect of the whole or any part of any dividend on all or any Ordinary Shares held by them as the Board may decide.

129.2 The Board may in its discretion suspend or terminate any such scheme which is in operation.

129.3 For the purposes of any such scheme the Board may resolve to capitalise out of any undivided profit of the Company not required for paying any preferential dividend (whether or not they are available for distribution) a sum equal to the aggregate nominal amount of any Ordinary

Shares to be allotted under any such scheme and shall appropriate such sum to the Members who would have been entitled to it if it were distributed by way of dividend and apply it on their behalf in paying up in full new shares of the Company of a nominal amount equal to that sum and allot the shares credited as fully paid to those Members, or as they may direct, provided that any profits which are not available for distribution may only be applied in paying up new shares to be allotted to Members credited as fully paid. The provisions of Article 128 shall (except to the extent that they are inconsistent with this Article) apply to any such allotment and issue save that the Board shall not require an ordinary resolution to exercise the powers conferred by that Article.

129.4 No fraction of any share shall be allotted. The Board may make such provisions as it thinks fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit those entitlements accrues to the Company.

129.5 The Board may in its discretion on any occasion determine that any such scheme shall not be made available to holders of Ordinary Shares resident within or outside specified territories or jurisdictions.

RECORD DATES

130. **POWER TO FIX RECORD DATES**

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

ACCOUNTING RECORDS AND SUMMARY FINANCIAL STATEMENTS

131. **ACCOUNTING RECORDS**

131.1 The Board shall cause to be kept accounting records sufficient to give a true and fair view of the state of their Company's affairs and to show and explain its transactions in accordance with the Companies Acts.

131.2 No Member (other than an officer of the Company) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board.

132. **SUMMARY FINANCIAL STATEMENTS**

The Board may send summary financial statements to Members instead of its full report and accounts.

SERVICE OF NOTICES AND OTHER DOCUMENTS

133. **SERVICE OF NOTICES**

Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally, by sending it through the post in a prepaid letter addressed to such Member at his registered address or by delivering it to or leaving it at such registered address addressed as aforesaid.

134. **MEMBERS RESIDENT ABROAD**

Any Member described in the Register by an address not within the United Kingdom who shall from time to time give to the Company an address within the United Kingdom at which notices or other communications may be served upon him shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a Member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

135. **WHEN NOTICE DEEMED SERVED BY POST**

Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the day after the day when it was put in the post (or two days where second class post is employed), and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

136. **ELECTRONIC COMMUNICATIONS**

136.1 The Company is generally and unconditionally authorised to send or supply notices, documents or other information to its shareholders in electronic form or by making them available on a website.

136.2 The Company may, subject to the provisions of the Companies Acts, send or supply to any Members any notice, information or other document (excluding a share certificate):

136.2.1 in electronic form where that Member has agreed to the use of electronic form for sending or supplying such notice information or other documents to the Member;
or

136.2.2 by making such notice information or other documents available on a website where that Member has agreed (or been deemed to have agreed) to such notice information or documents being sent or supplied by being made available on a website.

136.3 A Member which is itself a company shall be deemed to have agreed that the Company may send or supply a notice information or other document in accordance with article 136.2.1 if that Member is deemed by a provision in the Companies Acts to have agreed that the notice information or document may be so sent.

136.4 Where a notice information or other document is sent or supplied:

136.4.1 in electronic form, it shall be deemed to have been sent or supplied at the expiration of twenty four hours from the time it was sent or supplied to an address supplied by the Member;

136.4.2 by making it available on a website it shall be deemed to have been sent or supplied on the date on which notification of the availability on the website is deemed to have been received or if later the date when such material is first made available on the website;

136.4.3 by making it available on a website then the notice, documents or information must be available on that website throughout the period required by the Companies Acts, or if no period is required by the Companies Acts, then for a period of 28 days from the date of such notification (excluding for this purpose times where availability is limited or restricted for reasons outside the control of the Company).

Proof that a notice or other document sent or supplied by electronic form was sent or supplied to the address provided for the purpose of that electronic form shall be conclusive evidence that the notice or document was sent or supplied.

137. **JOINT HOLDERS**

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

137.2 Save where prohibited by law, in any case where (but for this article 137.2) the agreement or consent of all the joint holders of a share is required for notice to be served, or documents or information to be sent, in a particular manner, then the agreement or consent of that one of the joint holders of the share whose name stands first in the Register in respect of the share shall be sufficient agreement or consent for the purpose in question.

138. **DETERMINATION OF PERSONS ENTITLED TO NOTICE**

138.1 For the purposes of serving notices of meetings or other documents, whether under the Companies Acts, a provision in these articles or any other instrument, the company may determine that persons entitled to receive such notices or other documents are those persons entered on the register at the close of business on a day determined by it.

138.2 The day determined by the company under article 138.1 may not be more than twenty one days before the day that the notice of the meeting or other document is sent.

139. **SERVICE OF NOTICE ON PERSON ENTITLED BY TRANSMISSION**

139.1 Any notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a

sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

- 139.2 Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which, previously to his name and address being entered in the Register, shall have been duly given to the person from whom he derives his title to such share.

140. **NOTICES WHEN POST SUSPENDED OR CURTAILED**

- 140.1 If at any time the Company is unable effectively to convene a general meeting as a result of the suspension or curtailment of postal services in the United Kingdom a general meeting may (in the case of those members to whom notice cannot be given by electronic means or by means of a website in accordance with these Articles) be convened by advertisement in the United Kingdom. In any such case the Company shall send confirmatory copies of the notice if at least two days prior to the date fixed for the meeting the sending of notices to addresses throughout the United Kingdom by post again becomes practicable.

- 140.2 Any notice given by advertisement shall be advertised on the same date in at least one leading national newspaper in the United Kingdom published in London and such notice shall be deemed to have been served at noon on the day when the advertisement appears.

141. **UNTRACED SHAREHOLDERS**

When the registered address of any Member appears to the Board to be incorrect or out of date such Member may, if the Board so resolves, be treated as if he had no registered address and the Company will not thereafter be obliged to send to such Member cheques, warrants, or notices of meetings or any of them; provided that no resolution as aforesaid shall be proposed by the Board until cheques or warrants sent to the registered address of such Member have been returned undelivered or left uncashed on at least two consecutive occasions or, following one such occasion, reasonable enquiries have failed to establish any new address of such Member.

142. **ELECTRONIC SIGNATURES**

- 142.1 Where a document is required under these Articles to be signed by a Member or any other person, and the document is in electronic form, then in order to be valid the document must either:

- 142.1.1 incorporate the electronic signature, or personal identification details (which may be details previously allocated by the Company), of that Member or other person, in such form by the Board may approve, or
 - 142.1.2 be accompanied by such other evidence as the Board may require in order to be satisfied that the document is genuine.
- 142.2 The Board may designate mechanisms for validating any such document and a document not validated by the use of any such mechanisms shall be deemed as having not been received by the Company.

DESTRUCTION OF DOCUMENTS

143. POWER TO DESTROY DOCUMENTS

- 143.1 The Company may destroy:
- 143.1.1 any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
 - 143.1.2 any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the Company;
 - 143.1.3 any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration; and
 - 143.1.4 any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it.
- 143.2 It shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of a document so destroyed is duly and properly made and that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:

- 143.2.1 the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim; and
- 143.2.2 nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of paragraph (a) above are not fulfilled.
- 143.3 The Company may destroy any type of document at a date earlier than that authorised by this Article if a copy of such document is made and retained (whether made electronically, by microfilm, by digital imaging or by any other means) until the expiration of the period applicable to the destruction of the original of such document.
- 143.4 References in this Article to the destruction of any document include references to its disposal in any manner.

DURATION AND WINDING-UP

144. **DURATION**

The Board shall procure that there is proposed at the annual general meeting of the Company to be held in 2014 and at every fifth annual general meeting of the Company thereafter an ordinary resolution providing that the Company should continue as an investment trust for a further period of five years. If any such resolution is not put forward or is defeated, the Board shall be obliged to draw up proposals for the voluntary liquidation, unitisation or other reorganisation or reconstruction of the Company for submission to Members of the Company at a general meeting convened for a date not later than one hundred and twenty days after the above mentioned annual general meeting. Implementation of any such proposals shall require the approval of the Members by special resolution.

145. **DISTRIBUTION OF SURPLUS ASSETS**

On a winding-up the surplus assets remaining of all creditors of the Company will be divided among the Members according to the rights attaching to the shares held by them.

146. **DISTRIBUTION OF ASSETS OTHERWISE THAN IN CASH**

If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Companies Acts, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the said kind or not) and may, for such purpose, set such values as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. Any such division may be otherwise than in accordance with the existing rights of the Members, but if any such division is resolved upon otherwise than in connection with such rights, the members shall have the same rights of dissent as if such resolution were a special resolution passed pursuant to section 110 of the Insolvency Act 1986. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other assets upon which there is any liability.

147. **TRANSFER OR SALE UNDER SECTION 110 OF THE INSOLVENCY ACT 1986**

A special resolution sanctioning a transfer or sale to another company duly passed pursuant to section 110 of the Insolvency Act 1986 may in the like manner authorise the distribution of any shares or other consideration receivable by the liquidator among the members otherwise than in accordance with their existing rights, and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by the said section.

INDEMNITY

148. **INDEMNITY OF OFFICERS**

148.1 Subject to the Companies Acts, every Director, secretary, employee or officer and auditor of the Company will be indemnified out of the funds of the Company (and the Company may fund any expenditure incurred or to be incurred by him) against all costs, charges, losses, expenses and liabilities incurred by him (or them) in the execution and discharge of his (or their) duties and/or the exercise of his (or their) powers or otherwise in connection with his (or their) duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred as a Director, secretary, employee, officer or auditor in defending any

proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him (or them) in that capacity.

148.2 The Board, on behalf of the Company, may exercise all the powers of the Company to purchase and maintain insurance for the benefit of any officer of the Company or any person (whether an officer or not) employed by the Company as Auditor against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.