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INSPIRED ENERGY PLC

ARTICLES OF ASSOCIATION
adopted on 24 November 2011

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**PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
INSPIRED ENERGY PLC**

1. **General**

No regulations set out in any statute (including any schedule thereto) or in any subordinate legislation shall apply as regulations or articles of association of the Company.

2. **Interpretation**

2.1 In these Articles the following words and expressions have the following meanings unless the context otherwise requires:

"Act"	the Companies Act 2006;
"Appropriate Rate"	has the meaning attributed to it in section 592 of the Act;
"Auditors"	the auditors of the Company from time to time or, if the auditors are unable or unwilling to act in connection with the reference in question, a chartered accountant nominated by the Directors and engaged on such terms as the Directors, acting as agent for the Company and each relevant Member (if any), shall in their absolute discretion see fit;
"Board"	the Directors or any of them acting as the board of directors of the Company;
"certificated share"	a share of the Company which is not an uncertificated share and reference to a share being in certificated form shall be construed accordingly;
"communication"	the meaning ascribed to it by section 15 of the Electronic Communications Act 2000;
"Confidential Information"	all trade secrets, data, know how, confidential information, technical information, customer and supplier lists, any other proprietary knowledge and other such information (in whatever form held including written, oral, visual and electronic) which is for the time being not publicly known which is used in, or otherwise relates to, any part of the Company's business including (i) any goods manufactured and/or sold, or services rendered by, the Company, (ii) the operations, management, administration or other financial affairs of the Company, (iii) the sale or marketing of any of the goods manufactured and/or sold, or services rendered by, the Company or (iv) the

Company trade marks and the goodwill associated with each or any of them, all data, formulae, techniques, trade secrets, expertise, proprietary knowledge, know-how, designs, drawings, recipes, specifications, instructional materials and other such information, of whatever nature, used by the Company in connection with its business and all other patents, trade marks, copyright, rights in designs, rights in inventions, database rights and topography rights (whether or not registered) or applications for any such rights together with the right to apply for registration of such rights together with any rights or types of protection of the same or of a similar nature which may subsist anywhere in the world and in each case for their full term and/or effect which is used in, required for or material to the conduct of the Company's business, or which relates to any of the assets of the Company;

"Director"	a duly appointed director of the Company from time to time;
"electronic communications"	the meaning ascribed to it by section 15 of the Electronic Communications Act 2000;
"holder"	in relation to a share means the member whose name is entered in the register as the holder of that share;
"London Stock Exchange"	London Stock Exchange plc or its successors;
"member"	a holder of a share from time to time;
"month"	a calendar month;
"Office"	the registered office of the Company from time to time;
"Permitted Sale"	has the meaning give in article 19.3.3;
"Recognised Person"	a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, each of which terms has the meaning given to it in Part 18 of the Financial Services and Markets Act 2000;
"Register"	the register of members of the Company (required to be kept pursuant to section 113 of the Act);
"Regulations"	the Uncertificated Securities Regulations 2001;
"Relevant System"	a computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument and which facilities supplementary

	and incidental matters in accordance with the Regulations;
"Seal"	the common seal of the Company;
"Statutes"	the Act and every other Act of Parliament and statutory instrument relating to companies and affecting the Company;
"Transfer Office"	the place where the Register is kept from time to time (subject to the provisions of section 1136 of the Act);
"uncertificated share"	a share of the Company to which article 6.1 applies and references to a share being in uncertificated form shall be construed accordingly;
"United Kingdom"	Great Britain and Northern Ireland; and
"in writing"	written, printed, typewritten, sent or received by facsimile, photographed or lithographed or visibly expressed in all or any of these or any other modes of representing or reproducing words.

2.2 In these Articles any reference to:

2.2.1 **"dividend"** includes bonus;

2.2.2 the **"secretary"** includes (subject to the Statutes) any assistant or deputy secretary of the Company appointed pursuant to these Articles and any person duly appointed by the Directors to perform any of the duties of the secretary of the Company and, where two or more persons are duly appointed to act as joint secretaries of the Company, includes any one of those persons;

2.2.3 **"paid up"** includes credited as paid-up;

2.2.4 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of these Articles and any subordinate legislation made under the statutory provision before or after the date of these Articles;

2.2.5 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

2.2.6 these Articles is to these articles of association, and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act; and

2.2.7 where an ordinary resolution of the Company is expressed to be required for any purpose, a special resolution is also effective for that purpose.

2.3 The contents table and headings in these Articles are for convenience only and do not affect their interpretation.

2.4 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

2.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles.

2.6 In these Articles:

2.6.1 powers of delegation shall not be restrictively construed but the widest interpretation shall be given thereto;

2.6.2 the word "Board" in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more Directors, any Director holding executive office and any local or divisional board, manager or agent of the Company to which or, as the case may be, to whom the power in question has been delegated;

2.6.3 no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and

2.6.4 except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of power.

3. **Liability of members**

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

4. **Share capital**

4.1 **Allotment of shares**

4.1.1 Subject to the provisions of the Statutes regarding pre-emption rights and any resolution of the Company relating thereto or relating to any authority to allot any shares in the Company, or grant any right to subscribe for or convert any securities into any shares of the Company, the Directors may allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of shares of the Company to or in favour of such persons, on such terms and conditions, at a premium or at par and at such times as the Directors think fit.

4.1.2 The Board may at any time after the allotment of a share but before a person has been entered in the Register as the holder of the share recognise a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on such terms and conditions as the Board thinks fit.

4.2 **Power to attach rights to new shares**

Subject to the provisions of the Statutes, any new shares in the capital of the Company may be allotted with such preferential right to dividend and such priority in the distribution of assets or subject to such postponement of dividends or in the distribution of assets and with or subject to such preferential or limited or qualified right of voting at general meetings as the Company may from time to time by ordinary resolution determine or, if no such determination be made, as the Directors shall determine, but so that the rights attached to any shares as a class shall not be varied except with the consent of the holders thereof duly given under the provisions of these Articles.

4.3 **Redeemable shares**

The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of such shares.

4.4 **Payment of commission**

In addition to all other powers of paying commissions, the Company may exercise the powers conferred by the Statutes of paying commissions to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company. Subject to the provisions of the Statutes, such commission may be satisfied by payment of cash or (with the sanction of an ordinary resolution of the Company) the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

4.5 **Trusts not recognised**

Except as required by law and notwithstanding any information received by the Company pursuant to any statutory provision relating to the disclosure of interests in voting shares or otherwise, no person shall be recognised by the Company as holding any share upon any trust and (except only as by these Articles or by law otherwise expressly provided or as by statute required or under an order of a court of competent jurisdiction) the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fraction or part of a share or any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

5. **Variation of rights**

5.1 Subject to the provisions of the Statutes, if at any time the capital of the Company is divided into different classes of shares all or any of the rights or privileges attached to any class may be varied or abrogated:

5.1.1 in such manner (if any) as may be provided by such rights; or

5.1.2 in the absence of any such provision, either with the consent in writing of the holders of at least 75% of the nominal amount of the shares of that class or with the sanction of a special resolution passed at a separate meeting (convened and conducted pursuant to the provisions of article 20) of the holders of the shares of that class, but not otherwise.

5.2 The issue of shares ranking pari passu with or subsequent to the shares of any class shall not (unless otherwise expressly provided by these Articles or the rights attached to such last-mentioned shares as a class) be deemed to be a variation of the rights of such shares. A reduction of the capital paid up on any shares of any class will not be deemed to constitute a variation or abrogation of the rights attached to those shares. A purchase or redemption by the Company of any of its own shares in accordance with the provisions of the Statutes and of these Articles shall not be deemed to be a variation of the rights attaching to any shares.

6. **Share certificates**

6.1 **Uncertificated Shares**

Unless otherwise determined by the Board and permitted by the Regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument by virtue

of the Regulations. The Board shall have power to implement any arrangements it may, in its absolute discretion, think fit in relation to the evidencing of title to, and transfer of, uncertificated shares (subject always to the Regulations and the facilities and requirements of the Relevant System concerned).

6.2 **Conversion**

Conversion of certificated shares into uncertificated shares, and vice versa, may be made in such manner as the Board may, in its absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the Relevant System concerned).

6.3 **Registration of Shares**

The Company shall enter on the register of members how many shares are held by each member in uncertificated form and in certificated form and shall maintain the register in each case as is required by the Regulations and the Relevant System concerned. Unless the Board otherwise determines, holdings of the same holder or joint holders in certificated and uncertificated form shall be treated as separate holdings.

6.4 **Certificated and Uncertificated Shares**

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

6.5 **Member's right to share certificates and time for delivery**

Subject to the provisions of article 6.1, every member, upon becoming the holder of any shares (except a recognised person in respect of whom the Company is not required by law to complete and have ready for delivery a certificate) shall be entitled, without payment, to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Board may from time to time determine. Every certificate shall be executed in such manner as the Board may approve and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. Shares of different classes may not be included in the same certificate.

6.6 **Sealing of share certificates**

Every certificate for shares or debentures shall be issued under the Seal, under the official seal kept by the Company by virtue of section 45 of the Act or in such other manner as the Board may approve from time to time.

6.7 **Cost of certificates**

Every member shall be entitled without charge to one certificate for all his shares, and when the capital of the Company is divided into different classes of shares to one certificate for all his shares in each class **PROVIDED THAT**, in the case of any share registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate in respect thereof to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Where a member (other than a Recognised Person) transfers part of the shares to which any certificate relates, he shall be entitled to a certificate for the balance thereof

without charge. Every certificate shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon.

6.8 Issue of a new certificate in the place of one damaged lost or destroyed

If any certificate is damaged or defaced, then, upon delivery thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof. If any certificate be lost, stolen or destroyed, then, upon such indemnity (with or without security) as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost, stolen or destroyed certificate. Every certificate issued under this article 6.8 shall be issued without payment but there shall be paid to the Company a sum equal to any exceptional out of pocket expenses incurred by the Company in preparing any such indemnity and/or security referred to in this article 6.8.

6.9 Shares not to have distinguishing numbers

If, at any time, all the shares of the Company, or all the shares of a particular class are fully paid up and rank *pari passu* for all purposes, none of those shares shall thereafter (subject to any resolution of the Directors to the contrary) have a distinguishing number so long as it remains fully paid up and ranks *pari passu* for all purposes with all shares of the same class for the time being issued and fully paid up.

7. Calls on Shares

7.1 Calls

The Directors may, subject to the provisions of these Articles and to any relevant terms of allotment thereof, from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively (whether in respect of nominal value or a premium). Each member shall, subject to being given 14 days' notice at least of each call, pay the amount of each call so made on him to the person and at the time and place specified by the Directors in such notice. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Directors authorising such call shall have been passed. A call may be revoked or postponed in whole or in part as the Directors may determine. A person on whom a call is made remains liable to pay the amount called despite the subsequent transfer of the share in respect of which the call is made.

7.2 Liability of joint holders of shares

The joint holders of a share shall be jointly and severally liable for payment of all instalments and calls in respect thereof and any one of such persons may give effectual receipts for any return of capital payable in respect of such share.

7.3 Instalments to be treated as calls and power to differentiate

If by the terms of any prospectus, admission document or any other document relating to an issue of shares in the Company or by the conditions of allotment any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors of which due notice had been given. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.

7.4 When interest on calls or instalment payable

If the call or instalment payable in respect of any share is not paid on or before the day appointed for payment thereof, the person from whom the amount of the call or instalment is due shall pay interest on the unpaid amount at such rate as may be

fixed by the terms of allotment of the share or, if no rate is fixed, at the Appropriate Rate from the time appointed for payment thereof until the actual payment thereof, and shall not receive any dividend in respect of the amount unpaid. The Board may waive payment of the interest in whole or in part.

7.5 Payment of calls in advance

The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money unpaid upon the shares held by him beyond the sums actually called up; and upon the money paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance shall have been made, the Company may pay interest at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, the Appropriate Rate) as the member paying such sum in advance and the Directors agree upon. A payment in advance of calls extinguishes to the extent of the payment the liability of the member on the shares in respect of which it is made.

7.6 Sums due on allotment to be treated as calls

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

7.7 Power to make calls if uncalled capital included in mortgage

If any uncalled capital of the Company is included in or charged by any mortgage, charge or other security, the Directors may delegate to the person in whose favour such mortgage, charge or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of such uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated may (if expressed so to be) be assignable.

8. Forfeiture of Shares

8.1 If call or instalment not paid, notice may be given

If any member fails to pay the whole or any part of any call or instalment on or before the day appointed for the payment thereof, the Directors may, at any time thereafter during such time as the call or instalment or any part thereof remains unpaid, serve a notice on such member or on a person entitled by transmission to the relevant share requiring him to pay such call or such part thereof as remains unpaid, together with any interest that may have accrued thereon and all costs, charges and expenses incurred by the Company by reason of such non-payment.

8.2 Form of notice

The notice shall name the day (not being less than 14 days after the date of service of the notice) on and the place at which such call or instalment (or such part thereof as remains unpaid) and such interest, costs, charges and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

8.3 If notice not complied with, shares may be forfeited

If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such notice shall have been given may at any time thereafter, and before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared or other amounts payable in respect of the forfeited shares and not actually paid before the forfeiture. The Directors may accept the surrender of any shares liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture shall include surrender.

8.4 Forfeited shares to become the property of the Company

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

8.5 Directors' power to annul forfeiture

The Directors may at any time, before any share so forfeited shall have been cancelled or sold re-allotted or otherwise disposed of, annul the forfeiture upon such conditions as they think fit.

8.6 Arrears to be paid notwithstanding forfeiture

A member whose shares have been forfeited shall thereupon cease to be a member in respect of such shares but shall nevertheless remain liable to pay (and shall forthwith pay) to the Company all calls, instalments, interest, costs, charges and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as may be fixed by the terms of allotment of the shares or, if no rate is so fixed, at the Appropriate Rate, and the Directors may enforce payment thereof if they think fit without any allowance for the value of the shares at the time of forfeiture.

8.7 Statutory declaration by Director 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 in pursuance of these Articles, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated and such declaration, together with, in the case of certificated shares, a duly sealed certificate of proprietorship of the share delivered to a purchaser or allotted thereof, shall (subject to the execution of any necessary transfer) constitute a good title to the share, and the new holder thereof shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any omission,

irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

9. Lien on Shares

9.1 Company's lien on shares

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

9.2 Enforcement of lien by sale

For the purpose of enforcing such a lien, the Directors may sell all or any of the shares subject thereto, in such manner as they think fit, but no such sale shall be made until such time for payment referred to in article 9.1 shall have arrived and until notice in writing stating, and demanding payment of, the sum payable and giving notice of the intention to sell in default of such payment shall have been served in such manner as the Directors shall think fit on such member (or to a person entitled by transmission to the shares) and default shall have been made by him in the payment of such amounts payable for seven days after such notice.

9.3 Application of proceeds of sale

The net proceeds of any such sale, after payment of the costs thereof, shall be applied by the Company in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (on surrender to the Company for cancellation of the certificate for the shares sold, or the provision of an indemnity (with or without security) as to any lost or destroyed certificate required by the Board and subject to a like lien for sums not presently payable upon the share before the sale) be paid to the member or the person (if any) entitled by transmission to the shares.

9.4 Validity of sale for enforcing lien

Upon any sale for enforcing any lien in purported exercise of the powers hereinbefore given, the Directors may, in the case of certificated shares, nominate some person to execute a transfer of the shares sold in the name and on behalf of the registered holder or the person entitled by transmission to the shares and may in any case cause the name of the purchaser to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and, after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

10. Transfer of Shares

10.1 Uncertificated Shares

All transfers of uncertificated shares shall be made in accordance with and be subject to the Regulations and the facilities and requirements of the Relevant System concerned and, subject thereto in accordance with any arrangements made by the Board pursuant to article 6.1.

10.2 Form of transfer

All transfers of certificated shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

10.3 Directors power to refuse registration of transfers

The Directors may, in their absolute discretion (but subject to any rules or regulations of the London Stock Exchange or any rules published by the Financial Services Authority applicable to the Company from time to time) and without assigning any reason therefor, refuse to register any transfer of shares or renunciation of a renounceable letter of allotment:

- 10.3.1 unless all of the following conditions are satisfied:
 - 10.3.1.1 it is in respect of a fully paid share;
 - 10.3.1.2 it is in respect of a share on which the Company does not have a lien;
 - 10.3.1.3 it is in respect of only one class of share;
 - 10.3.1.4 it is in favour of a single transferee or renounee or not more than four joint holders as transferees or renounees;
 - 10.3.1.5 it is duly stamped or duly certified or otherwise shown to the satisfaction of the Board to be exempt from stamp duty;
 - 10.3.1.6 the conditions referred to in article 10.4 have been satisfied in respect thereof;
- 10.3.2 (subject to article 19.3.3) the transferor or renouner of which or any person appearing to be interested in which has been duly served with, but is in default in complying with, a statutory notice as described in article 19.3.1.2, **PROVIDED ALWAYS THAT** this article 10.3.2 shall not apply in respect of a transfer or renunciation (i) which is a Permitted Sale or (ii) of shares by a transferor or renouner whose holding of shares immediately prior to the proposed transfer represents less than 0.25% of the shares of the relevant class; or
- 10.3.3 in respect of a transfer of uncertificated shares in such other circumstances (if any) as may be permitted by the Regulations and the requirements of the Relevant System concerned, and, if the Directors refuse to register a transfer or renunciation, they shall, within two months after the date on which in the case of certificated shares the transfer or renunciation was lodged with the Company send to the transferee or renounee notice of the refusal or, in the case of uncertificated shares, the date on which the appropriate instruction was received by or on behalf of the Company in accordance with the facilities and requirements of the relevant system.

10.4 Registration of transfers

Every instrument of transfer must be left at the Transfer Office (or at such other place as the Directors may from time to time determine) to be registered, accompanied by the relevant share certificate(s) (save in the case of a Recognised Person where a share certificate has not been issued in respect of the shares in question or in the case of a renunciation), and such other evidence as the Directors may reasonably

require to prove the title of the transferee or renouncer and the due execution by him or his duly authorised agent of the transfer or renunciation. Thereafter, the Directors, subject to the power vested in them by articles 10.1 to 10.3, shall register the transferee or renouncer as the holder.

10.5 **No fees on registration**

No fee shall be chargeable by the Company for registering any transfer, renunciation of a renounceable letter of allotment, probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares or the right to transfer the same or otherwise for making any entry in the Register.

10.6 **Retention of instruments of transfer**

All instruments of transfer which are registered shall, subject to article 10.7.1, be retained by the Company but any instrument of transfer which the Directors may refuse to register shall (except in the case of suspected fraud) be returned to the person depositing the same.

10.7 **Destruction of transfers and other documents**

10.7.1 The Company shall be entitled to destroy:

10.7.1.1 all instruments of transfer (including a document constituting the renunciation of an allotment of shares) which have been registered at any time after the expiration of six years from the date of registration thereof;

10.7.1.2 all dividend mandates and any variations or cancellations thereof and all notifications of change of address at any time after the expiration of two years from the date of recording thereof;

10.7.1.3 all share certificates which have been cancelled at any time after the expiration of one year from the date of such cancellation; and

10.7.1.4 any other document on the basis of which any entry in the Register has been made at any time after the expiration of six years from the date on which an entry in the Register was first made in respect of it

PROVIDED ALWAYS THAT any such instrument, mandate, variation, cancellation, notification, certificate, or other document may be destroyed before the expiration of the relevant period as aforesaid if an accurate, complete and legible copy thereof is retained on microfilm or any other mechanical or electronic method of recording and maintaining such copies.

10.7.2 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 was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid and effective document duly and properly cancelled, that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company **PROVIDED ALWAYS THAT:**

10.7.2.1 the provisions aforesaid shall apply only to the destruction of a document effected in good faith and without express

notice to the Company of any claim (regardless of the parties thereto) to which the document might be relevant;

10.7.2.2 nothing contained in this article 10.7 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 proviso (a) above are not fulfilled; and

10.7.2.3 references in this article 10.7 to the destruction of a document include references to the disposal thereof in any manner.

11. Transmission of Shares

11.1 Representatives of interest of deceased members

The executors or administrators of a deceased member (not being one of two or more joint holders) shall be the only persons recognised by the Company as having any title to shares held by him alone; but, in the case of shares held by more than one person, the survivor or survivors only shall be recognised by the Company as being entitled to such shares. Nothing in this article 11.1 shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

11.2 Election in case of death or bankruptcy of member

Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon such evidence being produced as may be required by the Directors, elect either to be registered as a member (in respect of which registration no fee shall be payable) by giving notice in writing to that effect or, without being so registered, execute a transfer to some other person who shall be registered as a transferee of such share and the execution of such a transfer shall signify his election as aforesaid; but the Directors shall in either case have the like power of declining or refusing to register such transfer as is provided with respect to ordinary transfers. The Directors may at any time give notice requiring any such person to elect as aforesaid and, if such notice is not complied with within 60 days, the Directors may thereafter withhold payment of all dividends and other moneys payable in respect of such share until compliance therewith.

11.3 Rights as to dividends and voting

Any person becoming entitled to a share in consequence of the death or bankruptcy of any member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, unless and until he is registered as a member in respect of the share, be entitled in respect of it to receive notices of or to exercise or enjoy any right or privilege conferred by membership in relation to meetings of the Company.

12. Fractional entitlements

Subject to any direction by the Company in general meeting, whenever as the result of any consolidation and division or sub-division of shares members of the Company are entitled to any shares of the Company in fractions, the Directors may deal with such fractions as they shall determine and, in particular, may:

12.1.1 sell the shares to which members are so entitled in fractions for the best price reasonably obtainable and pay and distribute to and amongst the members entitled to such shares in due proportions the net proceeds of the sale thereof provided always that, where a member is entitled to net proceeds of sale of less than £3 (or such other amount as the Board,

having regard to any relevant requirement of the London Stock Exchange in relation thereto, may determine), they will not be distributed as aforesaid but will be retained for the benefit of the Company. For the purpose of giving effect to any such sale, the Directors may, in the case of certificated shares, nominate some person to execute a transfer of the shares, or, in the case of uncertificated shares, nominate some person to transfer such shares on behalf of the members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale; or

- 12.1.2 subject to the Statutes, issue to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding of shares to a number which, following consolidation and division or sub-division, leaves a whole number of shares (such issue being deemed to have been effected immediately before consolidation or sub-division, as the case may be). The amount required to pay up those shares may be capitalised as the Board thinks fit out of amounts standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the Board capitalising part of the reserves has the same effect as if the capitalisation had been declared by ordinary resolution of the Company pursuant to article 33. In relation to the capitalisation the Board may exercise all the powers conferred on it by article 33 without an ordinary resolution of the Company.

13. Reduction and cancellation of capital

13.1 Reduction of capital

The Company may from time to time by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner authorised, and with and subject to any incident prescribed or allowed, by the Statutes and the rights attached to existing shares.

13.2 Cancellation of capital

The Company may by ordinary resolution cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the nominal value of the shares so cancelled.

14. Purchase of own shares

The Company may purchase its own shares (including any redeemable shares) but so that no such purchase shall take place save in accordance with the Statutes.

15. General meetings

15.1 When annual general meetings to be held

A general meeting shall be held in every year as the annual general meeting of the Company (and specified as such in the notice convening the meeting), at such time (within a period of not more than six months beginning with the day following the Company's accounting reference date) and place as may be determined by the Directors. The general meetings referred to in this article 15.1 shall be called annual general meetings. All other general meetings shall be called general meetings.

15.2 **When general meetings to be called**

The Directors may call a general meeting whenever they think fit and shall in any event do so when and in the manner required by the Act. General meetings shall also be convened on such requisition, or in default may be convened by requisitionists, as provided by the Statutes. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum for a meeting of the Directors, any Director or any two members of the Company may convene a general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors.

16. **Notice of general meetings**

16.1 **Notice of meetings**

16.1.1 An annual general meeting shall be called by not less than 21 days' notice in writing and all other general meetings shall be called by not less than 14 days' notice in writing (or such shorter period as the Act permits). 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, the day and hour of meeting and, in case of special business, the general nature of such business. The notice shall be given to the 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 notice from the Company), to the Directors and to the Auditors. A notice calling an annual general meeting shall specify the meeting as such and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as such.

16.1.2 For the purposes of this article 16.1, a notice must be served on a member in accordance with the provisions of the Act, that is, in hard copy form, or where the member has consented or is deemed to have consented under the Act, in electronic form or via a website. If the notice contains an electronic address for the Company, a member may send any document or information relating to the relevant general meeting to that electronic address.

16.2 **Electronic communication**

16.2.1 If notice of a meeting is sent in electronic form the Company must have complied with all applicable regulatory requirements and the person entitled to receive such notice must have agreed that the notice can be sent to him in that way and not revoked that agreement or, in the case of a company, be deemed to have agreed to receive notice in that way by a provision in the Statutes.

16.2.2 The notice must be sent to the address specified by the person entitled to receive such notice or in the case of notice sent to a company, an address which is deemed to have been specified by any provision of the Statutes.

16.3 **Notice of a meeting on a website**

Provided that the Company has complied with all applicable regulatory requirements, the Company may send or supply a notice of meeting by making it available on a website and where the Company intends to make that notice of meeting available on a website:

16.3.1 the Company must comply with the provisions of article 41.5;

16.3.2 the Company must notify persons entitled to receive such notice that the notice of meeting has been published on the website, such notification to state that it concerns a notice of meeting, to specify the place, date and time of the meeting and whether the meeting will be an annual general meeting; and

16.3.3 the notice must be available on the website throughout the period beginning with the date of notification and ending with the conclusion of the meeting.

16.4 **Omission to send notice**

The accidental omission to give notice of a meeting or to send an appointment of proxy with a notice to a person entitled to receive the same when so required or the non receipt of a notice or appointment of proxy by any such person shall not invalidate the convening of or the proceedings at that meeting.

16.5 **Meetings at short notice**

A general meeting shall, notwithstanding that it is called by shorter notice than that specified in article 16.1, be deemed to have been duly called if it is so agreed by such members as are prescribed by the Statutes.

16.6 **Proxies**

In every notice calling a meeting of the Company or of any class of the members of the Company, there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend, speak and vote instead of him, and that a proxy need not also be a member.

17. **Business of general meetings**

17.1 **Business of annual general meeting**

The business of an annual general meeting shall be:

17.1.1 to receive and consider the profit and loss account, the balance sheet and reports of the Directors and of the Auditors, and the documents required by law to be annexed to the balance sheet;

17.1.2 to elect Directors and officers in the place of those retiring by rotation or otherwise or ceasing to hold office pursuant to article 21.1 and to fix their remuneration if required;

17.1.3 to declare dividends (if any);

17.1.4 to appoint the Auditors (when special notice of the resolution for such appointment is not required by the Statutes) and to fix, or determine the manner of the fixing of their remuneration;

17.1.5 to renew the authority of the Directors required by section 551 of the Act in relation to the allotment of shares (if required).

All other business transacted at an annual general meeting unless specifically stated otherwise in these Articles and all business transacted at a general meeting shall be deemed special.

17.2 **Special notice of a resolution**

Where by any provision contained in the Statutes special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than 28 clear days (or such shorter period as the Statutes permit) before the meeting at which it is moved, and the Company

shall give to its members, subject as provided in these Articles, notice of any such resolution as required by the Statutes.

18. Proceedings at general meetings

18.1 Quorum

Subject to the provisions of article 18.2 in respect of adjourned meetings, for all purposes the quorum for a general meeting shall be not less than two members present in person, by a duly authorised corporate representative or by proxy and entitled to vote. No business shall be transacted at any general meeting unless the requisite quorum shall be present when the meeting proceeds to business. The appointment of a chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.

18.2 Proceedings if quorum not present

If, within 30 minutes from the time appointed for the meeting, a quorum is not present the meeting, if convened by or upon the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to such day and to such time and place as the chairman (or, in default, the Board) shall appoint. At any such adjourned meeting, the member or members present in person, by a duly authorised corporate representative or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

18.3 Chairman

The chairman (if any) of the Board or, in his absence, the deputy chairman (if any) shall preside as chairman at every general meeting of the Company. If there is no such chairman or deputy chairman, or if at any meeting neither is present within fifteen minutes after the time appointed for holding the meeting or neither is willing to act, the Directors present shall select one of their number to be chairman failing which the members present and entitled to vote shall choose one of their number (which includes any proxy present at the meeting) to be chairman by ordinary resolution.

18.4 Power to adjourn meetings

18.4.1 The chairman of the meeting may, with the consent of the meeting (and shall, if so directed by the meeting) adjourn any meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

18.4.2 Without prejudice to any other power which he may have under the provisions of these Articles or at common law, the chairman of the meeting may, without the consent of the meeting, interrupt or adjourn a meeting from time to time and from place to place or for an indefinite period if he decides that it has become necessary to do so in order to:

18.4.2.1 seize the proper and orderly conduct of the meeting; or

18.4.2.2 give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or

18.4.2.3 ensure that the business of the meeting is properly disposed of.

18.5 When notice of adjourned meeting to be given

Whenever a meeting is adjourned for 28 days or more, or indefinitely, not less than seven clear days' notice in writing specifying the place, the day and hour of the

adjourned meeting shall be given to the members, the Directors and the Auditors, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjourned meeting.

18.6 Accommodation of members at meeting

If it appears to the chairman of the meeting that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting is duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that a member who is unable to be accommodated is able to:

- 18.6.1 participate in the business for which the meeting has been convened; and
- 18.6.2 hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere; and
- 18.6.3 be heard and seen by all other persons present in the same way.

18.7 Security

The Board may make any arrangement and impose any restriction it considers appropriate to ensure the security of a meeting including, without limitation, the searching of a person attending the meeting and the restriction of the items of personal property that may be taken into the meeting place. The Board is entitled to refuse entry to a meeting to a person who refuses to comply with these arrangements or restrictions.

18.8 Demand for poll

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

- 18.8.1 the chairman of the meeting; or
- 18.8.2 not less than five members present in person, by a duly authorised corporate representative or by proxy and entitled to vote; or
- 18.8.3 a member or members present in person, by a duly authorised corporate representative or by proxy and representing in aggregate not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution; or
- 18.8.4 a member or members present in person, by a duly authorised corporate representative or by proxy and holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid equal to not less than one tenth of the total sum paid up on all the shares conferring that right.

A demand for a poll may be withdrawn but only with the consent of the chairman. A demand withdrawn in this way validates the result of a show of hands declared before the demand is made.

18.9 Evidence of passing of resolution

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

If a poll is demanded, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and, if so directed by the meeting, shall) appoint scrutineers, who need not be members, and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

18.10 Poll demanded by proxy

A valid appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll and, for the purposes of article 18.8 a demand by a proxy for a member or other person entitled to vote shall be deemed to be a demand by that member or other person.

18.11 How poll to be taken

A poll demanded on the election of a chairman of a general meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman of the meeting may 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 demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

19. Voting

19.1 Votes of members

Subject to any special terms as to voting upon which any shares may have been issued or may for the time being be held or a suspension or abrogation of voting rights pursuant to these Articles, every member present in person, by a duly authorised corporate representative or by proxy shall upon a show of hands have one vote and every member so present shall upon a poll have one vote for every share of which he is holder or, in the case of a corporate representative or proxy, every share in respect of which the relevant member has appointed him to act as his corporate representative or proxy. A member in respect of whom an order has been made by a court or official having jurisdiction (whether in the United Kingdom or elsewhere) that he is or may be suffering from mental disorder or is otherwise incapable of running his affairs may vote, whether on a show of hands or on a poll, by his guardian, receiver, curator bonis or other person authorised for that purpose and appointed by the court. A guardian, receiver, curator bonis or such other person may vote by proxy if evidence (to the satisfaction of the Board) of the authority of the person claiming to exercise the right to vote is deposited at the Office (or at another place specified in accordance with these Articles for the deposit of instruments of proxy) within the time limits prescribed by these Articles for the deposit of instruments of proxy for use at the meeting, adjourned meeting or poll at which the right to vote is to be exercised. On a poll, a member need not exercise all of his votes or cast them all in the same way.

19.2 Joint owners

If two or more persons are jointly entitled to shares for the time being conferring a right to vote, any one of such persons may vote at any meeting, either personally or by proxy, in respect thereof as if he were solely entitled thereto and, if more than one of such joint holders be present at any meeting, either personally or by proxy, the member whose name stands first on the Register as one of the holders of such shares, and no other, shall be entitled to vote in respect of the same.

19.3 When members not to vote

- 19.3.1 No member shall, unless the Directors otherwise determine, be entitled to be present or to vote, either in person or by proxy, at any general meeting or at a separate meeting of the holders of any class of shares or upon any poll or to exercise any privilege as a member in relation to meetings of the Company in respect of any shares held by him ("**Relevant Shares**") if either:
- 19.3.1.1 any calls or other moneys due and payable in respect of the Relevant Shares remain unpaid; or
 - 19.3.1.2 he or any other person appearing to be interested in any Relevant Shares ("**Other Person**") has been duly served, pursuant to any provision of the Statutes concerning the disclosure of interests in voting shares, with a notice (a "**Statutory Notice**") lawfully requiring the provision to the Company (within such period (not being less than 14 days) after service of the Statutory Notice as is specified in such notice) of information regarding any of such Relevant Shares and he or such Other Person is in default in complying with the Statutory Notice.
- 19.3.2 For the purposes of article 19.3.1.2, a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification pursuant to a Statutory Notice which fails to establish the identity of the person or persons interested in such shares and if (after taking into account such notification and any other relevant notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in such shares.
- 19.3.3 The prohibitions on transfer referred to in article 10.3.2 and on attendance and voting at any general meeting and on exercising any privilege as described in article 19.3.1 shall cease to apply in respect of the circumstances described in article 19.3.1.2 upon the expiry of seven days after the earlier of:
- 19.3.3.1 receipt by the Company of notification that the Relevant Shares have been transferred pursuant to a Permitted Sale; and
 - 19.3.3.2 due compliance, to the Company's satisfaction, with the Statutory Notice.

For these purposes, "**Permitted Sale**" means a sale of all the Relevant Shares to a bona fide third party who is not connected with the member concerned or any Other Person, being a sale which is effected through the London Stock Exchange, through an overseas investment exchange (as defined in section 313 of the Financial Services and Markets Act 2000) or by acceptance of a takeover offer (as defined in section 974 of the Act).

19.4 Votes may be given personally or by proxy

Votes may be given personally or by proxy and a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way.

19.5 Appointment of proxy

The appointment of a proxy shall be in the usual form, or such other form as shall be approved by the Directors, under the hand of the appointor or his duly authorised attorney or, if such appointor is a corporation, under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation. A proxy need not be a member of the Company. A member may appoint more than one proxy to attend on the same occasion (although two proxies of the same individual member may not both count towards a quorum). Deposit of an appointment of proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment thereof or on a poll.

19.6 Deposit of proxy forms

19.6.1 In the case of an appointment of a proxy in writing, the appointment together with the power of attorney (if any) or other authority under which it is signed, or a notarially certified copy thereof, shall be deposited at the Office, or at such other place as is specified for that purpose in any instrument of proxy sent by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote and, in default thereof, such instrument shall not be treated as valid. For the avoidance of doubt non-working days shall be disregarded for the purposes of calculating such period.

19.6.2 In the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications in the notice convening the meeting, or in any form of proxy sent out by the Company in relation to the meeting, the appointment shall be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. For the avoidance of doubt non-working days shall be disregarded for the purposes of calculating such period.

19.7 Validity of proxy form

The appointment of a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No appointment of a proxy shall be valid after the expiry of 12 months from the date of its execution. When two or more appointments of a proxy are deposited, delivered or received by the Company in respect of the same shares and the same meeting, then only the appointment bearing the latest date shall be valid. Where two or more such appointments bear the same date, only the latest to be deposited, delivered or received by the Company shall be accepted as the valid instrument of proxy provided that, if the Company is unable to determine which appointment was last deposited, delivered or received, then none shall be treated as valid.

19.8 When votes by proxy valid though authority revoked

A vote given in accordance with the terms of an appointment of proxy shall be valid notwithstanding the previous death or incapacity of the principal or revocation of the appointment of proxy or the authority under which it was executed or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, incapacity, revocation or transfer shall have been received at the Office (or such other place as is specified for depositing the appointment of proxy or, where the appointment of the proxy was contained in an electronic communication, at the address at which the appointment was duly received) before the time for holding the

meeting or adjourned meeting or the holding of a poll subsequently thereto at which such vote is given.

19.9 Corporations acting by representatives

Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meetings of the Company or of any class of members thereof. Such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands. The Directors may, but shall not be bound to, require evidence of the authority of any person purporting to act as the representative of any such corporation.

19.10 Objections to and error in voting

No objection may be made to the qualification of a voter or to the counting of, or failure to count, a vote, except at the meeting or adjourned meeting at which the vote objected to is tendered or at which the error occurs. An objection properly made shall be referred to the chairman of the meeting and only invalidates the result of the voting if, in the opinion of the chairman of the meeting, it is of sufficient magnitude to affect the decision of the meeting. The decision of the chairman of the meeting is conclusive and binding on all concerned.

19.11 Amendments to resolutions

19.11.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

19.11.1.1 notice of the proposed amendment is given to the Company secretary in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

19.11.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

19.11.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

19.11.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

19.11.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

19.11.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

20. Class meetings

Any meeting for the purposes of article 5 shall be convened and conducted in all respects as nearly as possible in the same way as a general meeting of the Company, provided that:

20.1 no member, not being a Director, shall be entitled to notice thereof or to attend thereat unless he is a holder of shares of the class the rights or privileges attached to which are intended to be varied or abrogated by the resolution;

- 20.2 no vote shall be given except in respect of a share of that class;
- 20.3 the quorum at any such meeting shall be two persons at least present holding or representing by proxy at least one-third in nominal value of the shares of the class and, at an adjourned meeting, one person holding shares of the class in question present in person or his proxy; and
- 20.4 a poll may be demanded by any member present in person or by proxy and entitled to vote at the meeting and, on a poll, each member has one vote for every share of that class of which he is the holder.

21. **Directors and other officers**

21.1 **Number of Directors**

Unless and until otherwise determined by the Company in general meeting, the number of Directors shall not be less than two and, unless and until otherwise determined as aforesaid the maximum number of Directors shall be eight. The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of Directors is less than the prescribed minimum the remaining Directors shall forthwith appoint an additional Director or additional Directors to make up such minimum or shall convene a general meeting of the Company for the purpose of making such appointment. If there be no Director or Directors able or willing to act, then any two members may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall (subject to the provisions of the Statutes and these Articles) hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting and he shall not retire by rotation at such meeting or be taken into account in determining the rotation of retirement of Directors at such meeting.

21.2 **Fees of Directors**

There shall be paid out of the funds of the Company by way of remuneration of directors who are not managing or executive directors appointed under article 23.1 fees at such rates as the Directors may from time to time determine provided that such fees do not in aggregate exceed a sum determined from time to time by the Remuneration Committee of the Board or such other figure as the Company may in general meeting from time to time determine. Such fees shall be divided among such Directors in such proportion or manner as may be determined by the Directors and, in default of determination, equally. A fee payable to a Director pursuant to this Article is distinct from any salary, remuneration or other amount payable to him pursuant to other provisions of these Articles and accrues from day to day.

21.3 **Travelling and hotel expenses and special remuneration**

The Directors (including any alternate Directors) shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by them in respect of or about the performance of their duties as Directors including any expenses incurred in attending meetings of the Board or of committees of the Board or general meetings **PROVIDED THAT** if a Director or alternate Director is required to undertake any travel by aeroplane in the performance of his duties or in attending such meetings then the costs of any such aeroplane travel shall not be considered reasonable to the extent that they exceed the cost of "Business Class" tickets. If, in the opinion of the Directors, it is desirable that any of their number should go or reside abroad, make any special journeys or otherwise perform any special services on behalf of the Company or its business, such Director or Directors may be paid such reasonable additional remuneration (whether by way of fees, salary, percentage

of profits or otherwise) and expenses therefor as the Directors may from time to time determine.

21.4 Qualification of Directors and attendance at general meetings and separate general meetings

A Director shall not be required to hold any shares in the Company by way of qualification. A Director who is not a member of the Company shall be entitled to receive notice of and attend and speak at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

21.5 Directors' power to fill casual vacancies

Without prejudice to the power of the Company pursuant to these Articles, the Directors shall have power at any time to appoint any person either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Subject to the provisions of the Statutes and of these Articles, any Director so appointed shall hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting, and he shall not retire by rotation at such meeting or be taken into account in determining the rotation of retirement of Directors at such meeting.

22. Alternate directors

22.1 Appointment and revocation

22.1.1 Any Director (other than an alternate Director) may by writing under his hand appoint:

22.1.1.1 any other Director; or

22.1.1.2 any other person who is approved by the Board as hereinafter provided

to be his alternate.

22.1.2 Every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and all committees of the Board of which his appointor is a member and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him.

22.1.3 No appointment of a person other than a Director shall be operative unless and until the approval of the Board by a majority consisting of not less than two-thirds of the whole Board (which shall, for these purposes, exclude the Director proposing to make the appointment) shall have been given.

22.1.4 A Director may at any time revoke the appointment of an alternate appointed by him and, subject to such approval as aforesaid where requisite, appoint another person in his place.

22.1.5 If a Director shall die or cease to hold the office of Director, the appointment of his alternate shall thereupon cease and determine, provided always that if, any Director retires but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this article 22.1 which was in force immediately prior to

his retirement shall continue to operate after his re-election as if he had not so retired.

22.1.6 The appointment of an alternate director shall cease and determine on the happening (in relation to him) of any of those events described in articles 27.1.1 to 27.1.4.

22.1.7 An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum number of Directors allowed by these Articles for the time being.

22.1.8 A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

22.2 **Alternate to be responsible for his own acts**

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

22.3 **Remuneration of alternate**

An alternate Director is not entitled to a fee from the Company for his services as an alternate Director. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion (if any) of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

23. **Managing and executive directors**

23.1 **Appointment**

Subject to the provisions of the Statutes, the Directors may from time to time appoint one or more of their body to be executive chairman or chief executive or joint chief executive, managing director or joint managing director of the Company or any one or more of such offices or to hold such other executive office in relation to the management of the business of the Company as they may decide either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any service contract between him and the Company and without prejudice to any claim he may have for compensation or damages for breach of any such service contract) remove or dismiss him or them from such office and appoint another or others in his or their place or places.

23.2 **Remuneration of Directors**

The salary or remuneration of any executive chairman, chief executive, joint chief executive, managing director, joint managing director or executive Director of the Company shall, subject as provided in any contract, be such as the Directors may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, or may include the making of provision for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension, health insurance and life assurance benefits, or may be upon such other terms as the Directors determine.

23.3 **Powers**

The Directors may from time to time entrust to and confer upon an executive chairman, chief executive, joint chief executive, managing director, joint managing

director or executive Director for the time being such of the powers exercisable under these Articles by the Directors (other than power to make calls or forfeit shares) as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they may think expedient. The Directors may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time increase, revoke, withdraw, alter or vary all or any of such powers.

24. Powers and duties of directors

24.1 Directors to manage and control the business of the Company

The business of the Company shall be managed by the Directors who, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and as are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to such directions (being not inconsistent with any provisions of these Articles or of the Statutes) as may be given by the Company in general meeting. No direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such direction had not been given. The provisions contained in these Articles as to any specific power of the Directors shall not be deemed to abridge, limit or restrict the general powers hereby given.

24.2 Directors' power to award pensions

24.2.1 The Directors may establish or concur or join with other companies (being subsidiary undertakings of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, annuities, sickness or compassionate allowances, life assurance benefits, donations, gratuities or other benefits for employees (which expression as used in this article 24 shall include any Director who may hold or have held any office or place of profit) and ex-employees of the Company and of any such other companies and their wives, widows, relatives, families or dependants, or any class or classes of such persons.

24.2.2 The Directors may pay, enter into agreements to pay or make grants revocable or irrevocable (and either subject or not subject to any terms or conditions) of pensions or other retirement, superannuation, death or disability benefits to Directors, employees and ex-employees and their wives, widows, relatives, families or dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such Directors, employees or ex-employees or any such persons are or may become entitled under any such scheme or fund as aforementioned. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

24.2.3 The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid, or its members, and payments for or towards the insurance of any such person as aforesaid, and subscriptions or guarantees of money for charities, educational or

benevolent objects or for any exhibition or for any public, general or useful object.

24.2.4 The Directors may also sanction the exercise of any power conferred upon the Company by section 247 of the Act.

24.3 Director may hold office of profit under and may contract with Company

24.3.1 Subject to article 24.6.3, a Director may hold any other office or place of profit in the Company except that of Auditor in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to the Company and, in any such case, on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other provision of these Articles. No Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either in regard to such other office or place of profit or acting in a professional capacity for the Company or as seller, purchaser or otherwise. Subject to the provisions of the Statutes and save as therein provided, no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be avoided, nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the Company for any profit realised by any such contract, arrangement, transaction or proposal by reason of such Director holding that office or of the fiduciary relationship thereby established but the nature and extent of his interest shall be disclosed by him in accordance with the provisions of articles 24.4 and 24.5 and of the Statutes.

24.3.2 Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or proposed contract, transaction or arrangement or any other proposal whatever in which he (together with any person connected (within the meaning of section 252 of the Act) with him) has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company.

24.3.3 Subject to article 24.6.5, a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:

24.3.3.1 the giving of any security, guarantee or indemnity to him in respect of money lent or obligations incurred by him, or any other person, at the request of or for the benefit of the Company or any of its subsidiary undertakings;

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

24.3.3.3 any proposal, contract, arrangement or transaction concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary

- undertakings for subscription or purchase in which offer he is or may be entitled to participate as a holder of securities or is to be interested as a participant in the underwriting or sub-underwriting thereof;
- 24.3.3.4 any contract, arrangement, transaction or other proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or member or otherwise howsoever provided that he (together with any person connected (within the meaning of section 252 of the Act) with him) is not the holder of or interested in 1% or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this article 24 to be a material interest in all circumstances);
- 24.3.3.5 any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of a pension, superannuation or similar fund or scheme, a retirement, death or disability benefits fund or scheme or an employees' share scheme which has been approved by or is subject to and conditional upon approval by HM Revenue & Customs for taxation purposes or does not accord to any Director as such any privilege or benefit not awarded to the employees to which such fund or scheme relates; or
- 24.3.3.6 any proposal concerning the grant, purchase and/or maintenance of any insurance for the benefit of Directors or for the benefit of persons including Directors.
- 24.3.4 A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested (including, without limitation, fixing or varying the terms of his appointment or the termination or extension thereof).
- 24.3.5 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director (other than himself) shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed. In the event any such question is referred to the chairman as aforesaid and if the chairman is the Director in question, the other Directors shall appoint one of their number to be chairman for the purpose of such reference only.
- 24.3.6 Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this article 24.3 to any extent or ratify any transaction not duly authorised by reason of a contravention of this article 24.3.
- 24.3.7 For the purpose of this article 24.3 and articles 24.4 to 24.6, an interest of a person who is, for the purposes of section 252 of the Act, connected with a Director shall be treated as such Director's interest and, in relation

to an alternate Director, an interest of his appointor shall be treated as that such alternate's interest. This Article applies to an alternate Director as if he were a Director otherwise appointed.

24.4 Declaration of an interest in a proposed transaction

24.4.1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of his interest to the other Directors. If a declaration of interest under this Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. Any declaration of interest required by this Article must be made before the Company enters into the transaction or arrangement.

24.4.2 The declaration of interest may, but need not, be made:

24.4.2.1 at a meeting of the Directors; or

24.4.2.2 by notice to the Directors in accordance with:

24.4.2.2.1 section 184 of the Act (notice in writing); or

24.4.2.2.2 section 185 of the Act (general notice).

24.4.3 A declaration in relation to an interest of which the Director is not aware, or where the Director is not aware of the transaction or arrangement in question, is not required. For the purposes of this Article, a Director is treated as being aware of matters of which he ought reasonably to be aware and a Director need not declare an interest:

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

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

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

24.4.3.3.1 by a meeting of the Directors; or

24.4.3.3.2 by a committee of the Directors appointed for the purpose under these Articles.

24.5 Declaration of an interest in an existing transaction or arrangement

24.5.1 If a Director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he must (unless the interest has been declared pursuant to article 24.4 above) declare the nature and extent of the interest to the other Directors in accordance with this Article. If a declaration of interest under this Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. Any declaration required by this Article must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration.

24.5.2 The declaration of interest must be made:

24.5.2.1 at a meeting of the Directors;

24.5.2.2 by notice to the Directors in accordance with:

24.5.2.2.1 section 184 of the Act (notice in writing); or

24.5.2.2.2 section 185 of the Act (general notice).

24.5.3 A declaration in relation to an interest of which the Director is not aware, or where the Director is not aware of the transaction or arrangement in question, is not required. For the purposes of this Article, a director is treated as being aware of matters of which he ought reasonably to be aware and a Director need not declare an interest:

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

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

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

24.5.3.3.1 by a meeting of the directors; or

24.5.3.3.2 by a committee of the Directors appointed for the purpose under these Articles.

24.6 Conflict of interests

24.6.1 A Director must avoid a situation where he has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company (a "**Conflict**"). For the purposes of this article 24.6, and without prejudice to the generality of the foregoing, a Conflict:

24.6.1.1 includes a conflict of interest and duty;

24.6.1.2 includes and a conflict of duties;

24.6.1.3 may include, but shall not be limited to, the exploitation of any property, information or opportunity, whether or not the Company can take advantage of the same; and

24.6.1.4 excludes any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest.

24.6.2 If a Conflict arises, the Directors (other than the conflicted Director, who shall not be counted in the quorum at any meeting of the Directors and shall not vote on any resolution of the Directors in relation to such authorisation) may resolve to authorise the Conflict and determine the continuing performance by the Director of his duties in relation to such matter.

24.6.3 If a Conflict arises in relation to a resolution concerning the appointment or proposed appointment of a person as a Director or as the holder of any office or place of profit with the Company or any company in which the Company is interested (including, without limitation, fixing or varying the terms of his appointment or the termination or extension thereof), the Directors (other than the conflicted Director (if already appointed), who shall not be counted in the quorum at any meeting of the Directors and shall not vote on any resolution of the Directors in relation to such authorisation) may resolve to authorise the appointment of the conflicted and/or proposed Director and the Conflict on such terms as they may determine. In the event that the resolution which is under consideration by the Directors concerns the appointment (including fixing or varying the terms of appointment) of two or more conflicted or proposed Directors to

offices or employment with the Company or any company in which the Company is interested, such proposals shall be divided and considered in relation to each conflicted or proposed Director separately and, in such cases, each of the conflicted or proposed Directors concerned (if not debarred from voting under any other provision of these Articles) shall be entitled to vote and be counted in the quorum of such meeting in respect of each resolution except that concerning his own appointment.

24.6.4 A Director shall declare as soon as is reasonably practicable the nature and extent of his interest in any Conflict within article 24.6.2, article 24.6.3 or otherwise.

24.6.5 Any terms determined by the Directors under article 24.6.2 or article 24.6.3 above may be imposed at the time of authorisation or may be imposed or varied subsequently and may include, without limitation:

24.6.5.1 whether the conflicted Director(s) may vote or be counted in the quorum at a meeting convened to consider any matter relating to the Conflict;

24.6.5.2 the exclusion of the conflicted Director(s) from all information and discussion by the Company of the Conflict; and

24.6.5.3 without prejudice to his/their general obligations of confidentiality, the application to the conflicted Director(s) of a strict duty of confidentiality to the Company for any Confidential Information of the Company in relation to the Conflict

and the conflicted Director(s) must act in accordance with the terms thereof.

24.6.6 Where a conflicted Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

24.6.7 For the avoidance of doubt, where a Conflict is to be approved by the Directors pursuant to articles 24.6.2 and 24.6.3 above, the proposal made to the Directors and any authorisation or resolution passed by the Directors in relation to the Conflict shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the Directors in accordance with the provisions of these Articles.

24.6.8 The provisions of this article 24.6 shall not apply to those transactions and arrangements referred to in articles 24.4 and 24.5 above.

24.7 Exercise of voting powers

The Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as directors or other officers or employees of such company or voting or providing for the payment of remuneration to such officers or employees).

24.8 Directors may join boards of other companies

Subject to articles 24.4 to 24.6, a Director may continue or become a director or other officer, employee or member of any company promoted by the Company or in which

