Articles of Association of essensys Group Limited

Compared with

Articles of Association of essensys plc

essensys plc **Articles of Association** **(articles)**	**essensys Group Limited** **Articles of Association** **(correspondent articles)**	**Comparison[1]**
A Preliminary	1 PRELIMINARY 1.1 The following regulations constitute the Articles of Association of the Company and neither the 'relevant model articles' (as defined in section 20(2) of the Companies Act 2006) nor any other articles, or regulations prescribing the form of articles, shall apply to the Company. 1.2 In the Articles, the headings are for convenience only and shall be ignored in construing the meaning of the Articles.	~~A Preliminary~~ 1 PRELIMINARY 1.1 The following regulations constitute the Articles of Association of the Company and neither the 'relevant model articles' (as defined in section 20(2) of the Companies Act 2006) nor any other articles, or regulations prescribing the form of articles, shall apply to the Company. 1.2 In the Articles, the headings are for convenience only and shall be ignored in construing the meaning of the Articles.
1. Model Articles (and any other prescribed regulations) not to apply Notwithstanding any other provision of these Articles (as defined below), no regulations for management of a company set out in any statute concerning companies or contained in any regulations, order, instrument or other subordinate legislation made pursuant to a	None	~~1. Model Articles (and any other prescribed regulations) not to apply~~ ~~Notwithstanding any other provision of these Articles (as defined below), no regulations for management of a company set out in any statute concerning companies or contained in any regulations, order, instrument or other subordinate legislation~~

[1] Changes displayed as: additions shown as "Add", deletions shown as "~~Delete~~", moving from shown as "~~Move From~~", and moving to shown as "Move To".

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statute (including, but not limited to, the regulations contained in the model articles of association for public companies contained in Schedule 3 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended from time to time) shall apply to the Company (as defined below). The following shall be the articles of association of the Company.		~~made pursuant to a statute (including, but not limited to, the regulations contained in the model articles of association for public companies contained in Schedule 3 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended from time to time) shall apply to the Company (as defined below). The following shall be the articles of association of the Company.~~
2. Interpretation 2.1 Definitions In these Articles, unless the context otherwise requires, the following definitions shall apply: “2006 Act” means the Companies Act 2006. “Acts” means the Companies Acts and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the Company. “address” has the meaning set out in Section 1148(1) of the 2006 Act. “AIM” means the AIM market of the London Stock Exchange. “approved transfer” means (in relation to any shares held by a member):	1 PRELIMINARY 1.1 The following regulations constitute the Articles of Association of the Company and neither the 'relevant model articles' (as defined in section 20(2) of the Companies Act 2006) nor any other articles, or regulations prescribing the form of articles, shall apply to the Company. 1.2 In the Articles, the headings are for convenience only and shall be ignored in construing the meaning of the Articles. 2 DEFINED TERMS 2.1 In the Articles, unless the context requires otherwise: 'Articles' means the Company's articles of association; 'bankruptcy' includes individual insolvency proceedings in a jurisdiction other than	1 PRELIMINARY 1.1 The following regulations constitute the Articles of Association of the Company and neither the 'relevant model articles' (as defined in section 20(2) of the Companies Act 2006) nor any other articles, or regulations prescribing the form of articles, shall apply to the Company. 1.2 In the Articles, the headings are for convenience only and shall be ignored in construing the meaning of the Articles. 2~~.~~ ~~Interpretation~~DEFINED TERMS ~~2.1 Definitions~~ 2.1 In ~~these~~the Articles, unless the context requires otherwise~~ requires, the following definitions shall apply~~: ~~“2006 Act”~~'Articles' means the ~~Companies~~

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(a) a transfer by way of or pursuant to acceptance of a takeover offer for the Company (as defined for the purposes of Part 28 of the 2006 Act); or (b) a transfer which is shown to the satisfaction of the Board to be made in consequence of a bona fide sale of the whole of the beneficial interest in the shares to a person who is unconnected with any member and with any other person appearing to be interested in the shares (including any such sale made through the London Stock Exchange). For the purpose of this sub-paragraph a connected person shall have the meaning set out in Sections 252 to 255 (inclusive) and Schedule 1 of the 2006 Act. “Articles” means these articles of association as altered or varied from time to time (and “Article” means any provision of these articles of association as altered or varied from time to time). “Audit Committee” means the committee of that name (or equivalent) of the Board. “Auditors” means the auditors for the time being of the Company or, in the case of joint auditors, any of them. “Board” means the board of Directors for the time being of the Company or the Directors present at a duly convened meeting of	England and Wales or Northern Ireland which have an effect similar to that of bankruptcy; 'business day' means any day other than a Saturday, Sunday or public holiday in England on which banks in the City of London are open for business; 'call' and 'call notice' have the respective meanings given in Article 38; 'call payment date' has the meaning given in Article 41; 'chairman' has the meaning given in Article 13.2; 'chairman of the meeting' has the meaning given in Article 57.3; 'Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company; 'Company's lien' has the meaning given in Article 36.1; 'director' means a director of the Company, and includes any person occupying the position of director, by whatever name called; 'distribution recipient' has the meaning given in Article 48.2;	~~Act 2006.~~Company's articles of association; 'bankruptcy' includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy; 'business day' means any day other than a Saturday, Sunday or public holiday in England on which banks in the City of London are open for business; 'call' and 'call notice' have the respective meanings given in Article 38; 'call payment date' has the meaning given in Article 41; 'chairman' has the meaning given in Article 13.2; 'chairman of the meeting' has the meaning given in Article 57.3; ~~“~~'Companies Acts~~”~~' means the Companies Acts ~~and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting~~(as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company~~.~~; ~~“address” has the meaning set out in~~

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Directors at which a quorum is present. “certificated” means (in relation to a share) a share which is not an uncertificated share. “Chairman” means the chairman (if any) of the Board or, where the context requires, the chairman of a general meeting of the Company. “clear days” means (in relation to a period of notice of a meeting or the period before a meeting by which a request must be received or sum deposited or tendered) the period of the specified length, excluding the day when the notice is served, the request received or the sum deposited or tendered (or deemed to be served, received, deposited or tendered) and the day of the meeting, and, unless expressly provided to the contrary in these Articles, for the purposes of calculating a period of clear days, account shall be taken of all days regardless of whether or not they are working days. “Company” means essensys plc (registered in England and Wales with company number 11780413). “Companies Acts” has the meaning set out in Section 2 of the 2006 Act. “Conflicted Director” means (in relation to a Relevant Situation) any Director who is in a	'document' includes, unless otherwise specified, any document sent or supplied in electronic form; 'electronic form' has the meaning given in section 1168 of the Companies Act 2006; 'fully paid' in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company; 'hard copy form' has the meaning given in section 1168 of the Companies Act 2006; 'holder' in relation to shares means the person whose name is entered in the register of members as the holder of the shares; 'instrument' means a document in hard copy form; 'ordinary resolution' has the meaning given in section 282 of the Companies Act 2006; 'paid' means paid or credited as paid; 'participate', in relation to a directors' meeting, has the meaning given in Article 11.1; 'proxy notice' has the meaning given in Article 63.1; 'relevant rate' has the meaning given in Article	~~Section 1148(1) of the 2006 Act.~~ ~~“AIM” means the AIM market of the London Stock Exchange.~~ ~~“approved transfer” means (in relation to any shares held by a member):~~ ~~(a) a transfer by way of or pursuant to acceptance of a takeover offer for the Company (as defined for the purposes of Part 28 of the 2006 Act); or~~ ~~(b) a transfer which is shown to the satisfaction of the Board to be made in consequence of a bona fide sale of the whole of the beneficial interest in the shares to a person who is unconnected with any member and with any other person appearing to be interested in the shares (including any such sale made through the London Stock Exchange). For the purpose of this sub-paragraph a connected person shall have the meaning set out in Sections 252 to 255 (inclusive) and Schedule 1 of the 2006 Act.~~ ~~“Articles” means these articles of association as altered or varied from time to time (and “Article” means any provision of these articles of association as altered or varied from time to time).~~ ~~“Audit Committee” means the committee of~~

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Relevant Situation. “default shares” has the meaning set out in Article 74.1 (Disenfranchisement notice). “Deputy Chairman” means the deputy chairman (if any) of the Board or, where the context requires, the deputy chairman of a general meeting of the Company. “Director” means a director for the time being of the Company. “disenfranchisement notice” has the meaning set out in Article 74.1 (Disenfranchisement notice). “dividend” means a distribution or a bonus. “document” means any document, whether sent or supplied in hard copy or electronic form, including, but not limited to, any summons, notice, order or other legal process and registers. “elected Ordinary Shares” has the meaning set out in Article 142.1(h) (Authority to pay scrip dividends). “electronic address” means any address or number used for the purposes of sending or receiving documents or information by electronic means.	41; 'shareholder' means a person who is the holder of a share; 'shares' means shares in the Company; 'special resolution' has the meaning given in section 283 of the Companies Act 2006; 'subsidiary' has the meaning given in section 1159 of the Companies Act 2006; 'transmittee' means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and 'writing' means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise. 2.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.	~~that name (or equivalent) of the Board.~~ ~~“Auditors” means the auditors for the time being of the Company or, in the case of joint auditors, any of them.~~ ~~“Board” means the board of Directors for the time being of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present.~~ ~~“certificated” means (in relation to a share) a share which is not an uncertificated share.~~ ~~“Chairman” means the chairman (if any) of the Board or, where the context requires, the chairman of a general meeting of the Company.~~ ~~“clear days” means (in relation to a period of notice of a meeting or the period before a meeting by which a request must be received or sum deposited or tendered) the period of the specified length, excluding the day when the notice is served, the request received or the sum deposited or tendered (or deemed to be served, received, deposited or tendered) and the day of the meeting, and, unless expressly provided to the contrary in these Articles, for the purposes of calculating a period of clear days, account shall be taken of all days regardless of whether or not they are~~

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"electronic form" has the meaning set out in Section 1168 of the 2006 Act. "electronic means" has the meaning set out in Section 1168(4) of the 2006 Act. "financial institution" has the meaning set out in Section 778(2) of the 2006 Act. "Group" means the Company and its subsidiaries and subsidiary undertakings (as such expressions are defined in Sections 1159 and 1162 of the 2006 Act respectively) from time to time, and "Group Company" means any undertaking in the Group. "hard copy form" has the meaning set out in Section 1168(2) of the 2006 Act. "holder" means (in relation to any share) the member whose name is entered in the Register as the holder or, where the context permits, the members whose names are entered in the Register as the joint holders of that share. "Independent Director" means (in relation to Article 120 (Board authorisation of conflicts of interest)) the Directors, other than the Conflicted Director and any other Director(s) interested in the Relevant Situation. "London Stock Exchange" means London Stock Exchange plc. "member" means a member of the Company		~~working days.~~ ~~"Company" means essensys plc (registered in England and Wales with company number 11780413).~~ ~~"Companies Acts" has the meaning set out in Section 2 of the 2006 Act.~~ ~~"Conflicted Director" means (in relation to a Relevant Situation) any Director who is in a Relevant Situation.~~ ~~"default shares"~~'Company's lien' has the meaning ~~set out~~given in Article ~~74.1 (Disenfranchisement notice).~~36.1; ~~"Deputy Chairman" means the deputy chairman (if any) of the Board or, where the context requires, the deputy chairman of a general meeting of the Company.~~ ~~"Director"~~'director' means a director ~~for the time being~~ of the Company~~.~~, and includes any person occupying the position of director, by whatever name called; ~~"disenfranchisement notice"~~'distribution recipient' has the meaning ~~set out~~given in Article ~~74.1 (Disenfranchisement notice).~~48.2; 'document' includes, unless otherwise specified, any document sent or supplied in

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or, where the context requires, a member of the Board or of any committee of the Board. “Office” means the registered office for the time being of the Company. “Operator” means the operator as defined in the Uncertificated Regulations of the relevant Uncertificated System. “Ordinary Shares” means ordinary shares in the capital of the Company. “paid up” means paid up or credited as paid up. “Participating Security” means a share or class of shares or a renounceable right of allotment of a share, title to which is permitted to be transferred by means of an Uncertificated System in accordance with the Uncertificated Regulations. “person entitled by transmission” means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the Register. “prescribed period” means, in a case where the default shares represent at least 0.25% in nominal value of their class, 14 days and in		electronic form; 'electronic form' has the meaning given in section 1168 of the Companies Act 2006; 'fully paid' in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company; ~~“dividend” means a distribution or a bonus.~~ ~~“document” means any document, whether sent or supplied in hard copy or electronic form, including, but not limited to, any summons, notice, order or other legal process and registers.~~ ~~“elected Ordinary Shares” has the meaning set out in Article 142.1(h) (Authority to pay scrip dividends).~~ ~~“electronic address” means any address or number used for the purposes of sending or receiving documents or information by electronic means.~~ ~~“electronic form” has the meaning set out in Section 1168 of the 2006 Act. “electronic means” has the meaning set out in Section 1168(4) of the 2006 Act. “financial institution” has the meaning set out in Section 778(2) of the 2006 Act.~~

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any other case, 28 days. “recognised investment exchange” has the meaning set out in Section 285, Financial Services and Markets Act 2000. “record date” has the meaning set out in Article 145 (Record dates). “Register” means the register of members of the Company to be kept pursuant to Section 113 of the 2006 Act or, as the case may be, any overseas branch register kept pursuant to Article 108 (Overseas registers). “Relevant Situation” means a matter or situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) “Remuneration Committee” means the committee of the same name (or equivalent) of the Board. “Seal” means the common seal of the Company or, where the context allows, any official seal kept by the Company pursuant to Section 50 of the 2006 Act. “Section 793 notice” means a notice issued		~~“Group” means the Company and its subsidiaries and subsidiary undertakings (as such expressions are defined in Sections 1159 and 1162 of the 2006 Act respectively) from time to time, and “Group Company” means any undertaking in the Group.~~ ~~“~~'hard copy form~~”~~' has the meaning ~~set out in Section~~given in section 1168~~(2)~~ of the ~~2006~~Companies Act~~.~~ 2006; ~~“~~'holder~~” means (~~' in relation to ~~any share) the member~~shares means the person whose name is entered in the ~~Register~~register of members as the holder ~~or, where the context permits, the members whose names are entered in the Register as the joint holders of that share.~~of the shares; 'instrument' means a document in hard copy form; 'ordinary resolution' has the meaning given in section 282 of the Companies Act 2006; ~~“Independent Director” means (in relation to Article 120 (Board authorisation of conflicts of interest)) the Directors, other than the Conflicted Director and any other Director(s) interested in the Relevant Situation.~~ ~~“London Stock Exchange” means London~~

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pursuant to Section 793 of the 2006 Act. “Secretary” means the secretary for the time being of the Company or any other person appointed to perform any of the duties of the secretary of the Company including (subject to the provisions of the Acts) a joint, temporary, assistant or deputy secretary. “sent” or “supplied” has the meaning set out in Section 1148(2) of the 2006 Act. “share” means a share in the capital of the Company. “uncertificated” means (in relation to a share) a share to which title may be transferred by means of an Uncertificated System in accordance with the Uncertificated Regulations. “Uncertificated Regulations” means the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended and for the time being in force. “Uncertificated System” means a relevant system (as such is defined in the Uncertificated Regulations). “United Kingdom” means Great Britain and Northern Ireland. “withdrawal notice” has the meaning set out in		~~Stock Exchange plc.~~ ~~“member” means a member of the Company or, where the context requires, a member of the Board or of any committee of the Board.~~ ~~“Office” means the registered office for the time being of the Company.~~ ~~“Operator” means the operator as defined in the Uncertificated Regulations of the relevant Uncertificated System.~~ ~~“Ordinary Shares” means ordinary shares in the capital of the Company.~~ ~~“~~'paid ~~up”~~' means paid ~~up~~ or credited as paid ~~up.~~; 'participate', in relation to a directors' meeting, has the meaning given in Article 11.1; ~~“Participating Security” means a share or class of shares or a renounceable right of allotment of a share, title to which is permitted to be transferred by means of an Uncertificated System in accordance with the Uncertificated Regulations.~~ ~~“person entitled by transmission” means a person whose entitlement to a share in consequence of the death or bankruptcy of~~

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Article 74.2 (Withdrawal notice). "working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered. "writing" means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words, symbols or other information, whether sent or supplied in hard copy or electronic form or otherwise, in a legible and visible form (and any combination of such forms) and "written" shall be construed accordingly. 2.2 General interpretation Unless the context otherwise requires: (a) words in the singular include the plural and vice versa; (b) words importing the masculine gender include the feminine gender; (c) a reference to a person includes a body corporate and an unincorporated body of persons; (d) a reference to a "conflict of interest" shall include a conflict of interest and duty and		~~a member or of any other event giving rise to its transmission by operation of law has been noted in the Register.~~ ~~"prescribed period" means, in a case where the default shares represent at least 0.25% in nominal value of their class, 14 days and in any other case, 28 days.~~ ~~"recognised investment exchange"~~'proxy notice' has the meaning ~~set out in Section 285, Financial Services and Markets Act 2000.~~given in Article 63.1; ~~"record date"~~'relevant rate' has the meaning ~~set out~~given in Article ~~145 (Record dates).~~41; 'shareholder' means a person who is the holder of a share; 'shares' means shares in the Company; 'special resolution' has the meaning given in section 283 of the Companies Act 2006; ~~"Register" means the register of members of the Company to be kept pursuant to Section 113 of the 2006 Act or, as the case may be, any overseas branch register kept pursuant to Article 108 (Overseas registers).~~ ~~"Relevant Situation" means a matter or~~

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a conflict of duties; (e) a reference to an Uncertificated System is a reference to the Uncertificated System in respect of which the particular share or class of shares or renounceable right of allotment of a share is a Participating Security; (f) any reference to a person's "participation" in the business of any general meeting includes without limitation and as relevant the right (including, in the case of a corporation, through a duly appointed representative) to speak, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Acts or these Articles to be made available at the meeting and "participate" and "participating" shall be construed accordingly; (g) any reference to a "meeting" means a meeting convened and held in any manner permitted by these Articles, including without limitation a general meeting of the Company at which some or all persons entitled to be present attend and participate by means of electronic facility or facilities, and such persons shall be deemed to be present at that meeting for all purposes of the Acts and these Articles and "attend" and "participate", "attending" and "participating" and "attendance" and "participation" shall be		~~situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it)~~ ~~"Remuneration Committee" means the committee of the same name (or equivalent) of the Board.~~ ~~"Seal" means the common seal of the Company or, where the context allows, any official seal kept by the Company pursuant to Section 50 of the 2006 Act.~~ ~~"Section 793 notice" means a notice issued pursuant to Section 793 of the 2006 Act.~~ ~~"Secretary" means the secretary for the time being of the Company or any other person appointed to perform any of the duties of the secretary of the Company including (subject to the provisions of the Acts) a joint, temporary, assistant or deputy secretary.~~ ~~"sent" or "supplied" has the meaning set out in Section 1148(2) of the 2006 Act.~~ ~~"share" means a share in the capital of the~~

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construed accordingly; (h) any reference to "electronic facilities" includes, without limitation, website addresses and conference call systems, or any other device, system, procedure, method or facility providing an electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting determined by the Directors pursuant to Article 47 (Simultaneous attendance and participation by electronic facilities); and (i) nothing in these Articles shall preclude the holding and conducting of a meeting in such a way that permits the simultaneous attendance and participation at a physical place anywhere in the world, and by means of electronic facility or facilities. 2.3 Statutory definitions Save as otherwise provided in sub-paragraph 2.1 of this Article 2, and unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Acts. 2.4 Statutory provisions In these Articles, a reference to any statute or provision or schedule of a statute shall include any orders, regulations or other subordinate legislation made under it and shall, unless the		~~Company.~~ ~~"uncertificated" means (in relation to a share) a share to which title may be transferred by means of an Uncertificated System in accordance with the Uncertificated Regulations.~~ ~~"Uncertificated Regulations" means the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended and for the time being in force.~~ ~~"Uncertificated System" means a relevant system (as such is defined in the Uncertificated Regulations).~~ ~~"United Kingdom" means Great Britain and Northern Ireland.~~ ~~"withdrawal notice"~~'subsidiary' has the meaning ~~set out in Article 74.2 (Withdrawal notice).~~given in section 1159 of the Companies Act 2006; 'transmittee' means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and 'writing' means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or

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context otherwise requires, include any modification, re-enactment or re-statement of it for the time being in force or any statutes, orders, regulations or other subordinate legislation which supersede it and the same principle of construction shall be applied to any order, regulations or other subordinate legislation. 2.5 Resolutions Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective. 2.6 Headings The headings are inserted for convenience only and shall not affect the construction of these Articles. 2.7 Documents or information being sent or supplied by or to a company References in these Articles to documents or information being sent or supplied by or to a company (including the Company) shall be construed in accordance with the provisions of Section 1148(3) of the 2006 Act.		supplied in electronic form or otherwise. ~~"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.~~ ~~"writing" means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words, symbols or other information, whether sent or supplied in hard copy or electronic form or otherwise, in a legible and visible form (and any combination of such forms) and "written" shall be construed accordingly.~~ ~~2.2 General interpretation~~ ~~Unless the context otherwise requires:~~ ~~(a) words in the singular include the plural and vice versa;~~ ~~(b) words importing the masculine gender include the feminine gender;~~ ~~(c) a reference to a person includes a body corporate and an unincorporated body of persons;~~ ~~(d) a reference to a "conflict of interest"~~

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		~~shall include a conflict of interest and duty and a conflict of duties;~~ ~~(e) a reference to an Uncertificated System is a reference to the Uncertificated System in respect of which the particular share or class of shares or renounceable right of allotment of a share is a Participating Security;~~ ~~(f) any reference to a person's "participation" in the business of any general meeting includes without limitation and as relevant the right (including, in the case of a corporation, through a duly appointed representative) to speak, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Acts or these Articles to be made available at the meeting and "participate" and "participating" shall be construed accordingly;~~ ~~(g) any reference to a "meeting" means a meeting convened and held in any manner permitted by these Articles, including without limitation a general meeting of the~~ ~~Company at which some or all persons entitled to be present attend and participate by means of electronic facility or facilities, and such persons shall be deemed to be present at that meeting for all purposes of~~

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		~~the Acts and these Articles and "attend" and "participate", "attending" and "participating" and "attendance" and "participation" shall be construed accordingly;~~ ~~(h) any reference to "electronic facilities" includes, without limitation, website addresses and conference call systems, or any other device, system, procedure, method or facility providing an electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting determined by the Directors pursuant to Article 47 (Simultaneous attendance and participation by electronic facilities); and~~ ~~(i) nothing in these Articles shall preclude the holding and conducting of a meeting in such a way that permits the simultaneous attendance and participation at a physical place anywhere in the world, and by means of electronic facility or facilities.~~ ~~2.3 Statutory definitions~~ ~~Save as otherwise provided in sub-paragraph 2.1 of this Article 2, and unless~~2.2 Unless the context otherwise requires, other words or expressions contained in these Articles ~~shall~~ bear the same meaning as in the ~~Acts~~Companies Act 2006 as in force on the

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		date when these Articles become binding on the Company. ~~2.4 Statutory provisions~~ ~~In these Articles, a reference to any statute or provision or schedule of a statute shall include any orders, regulations or other subordinate legislation made under it and shall, unless the context otherwise requires, include any modification, re-enactment or re-statement of it for the time being in force or any statutes, orders, regulations or other subordinate legislation which supersede it and the same principle of construction shall be applied to any order, regulations or other subordinate legislation.~~ ~~2.5 Resolutions~~ ~~Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.~~ ~~2.6 Headings~~ ~~The headings are inserted for convenience only and shall not affect the construction of these Articles.~~ ~~2.7 Documents or information being sent or supplied by or to a company~~ ~~References in these Articles to documents~~

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		~~or information being sent or supplied by or to a company (including the Company) shall be construed in accordance with the provisions of Section 1148(3) of the 2006 Act.~~
3. Public company The Company is to be a public company.	None	~~3. Public company~~ ~~The Company is to be a public company.~~
4. Liability of members The liability of the members is limited to the amount, if any, unpaid on the shares held by them.	3 LIABILITY OF MEMBERS 3.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.	~~4.~~3 ~~Liability of members~~LIABILITY OF MEMBERS 3.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.
5. Company's name The Company may change its name by means of a resolution of the Board. The provisions of Section 79 of the 2006 Act shall be complied with on any change of the Company's name made pursuant to this Article.	None	~~5. Company's name~~ ~~The Company may change its name by means of a resolution of the Board. The provisions of Section 79 of the 2006 Act shall be complied with on any change of the Company's name made pursuant to this Article.~~
6. Domicile and Office The Office shall be situated in England and Wales at such place as the Board shall from time to time appoint.	None	~~6. Domicile and Office~~ ~~The Office shall be situated in England and Wales at such place as the Board shall from time to time appoint.~~

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7. Allotment Subject to the provisions of the Acts and to any relevant authority of the Company in general meeting, unissued shares at the date of adoption of these Articles and any shares hereafter created shall be at the disposal of the Board which may allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of them, or grant rights to subscribe for or convert any security into shares, to such persons (including the Directors themselves), at such times and generally on such terms and conditions as the Board may decide, provided that no share shall be issued at a discount.	26 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE 26.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution. 26.2 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 any such shares. 26.3 At any time when the Company has a single class of shares, the directors may exercise any power of the Company to allot shares of that class or to grant rights to subscribe for or to convert any security into shares of that class, subject to the provisions of Article 28.	26.1 Subject to the ~~provisions of the Acts and to any special rights for the time being~~Articles, but without prejudice to the rights attached to any existing ~~shares, any~~ share~~ may be issued which is, or at the option of,~~ the Company ~~or of the holder of such share is, liable to be redeemed~~may issue shares with such rights or restrictions as may be determined by ordinary resolution. ~~8.3 Terms, conditions and manner of redemption~~ ~~Subject to the provisions of the 2006 Act and save as otherwise provided in these Articles, the Directors~~26.2 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 any ~~redeemable shares provided they must do so before the shares are allotted~~such shares. 26.3 At any time when the Company has a single class of shares, the directors may exercise any power of the Company to allot shares of that class or to grant rights to subscribe for or to convert any security into shares of that class, subject to the provisions of Article 28

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8. Power to attach rights and issue redeemable shares 8.1 Rights attaching to shares Subject to the provisions of the Acts and to any special rights for the time being attached to any existing shares, the Company may allot or issue any shares or have attached to them such preferred, deferred or other special rights or restrictions whether in regard to dividends, voting, transfer, return of capital or otherwise as the Company may from time to time by ordinary resolution determine or if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine. 8.2 Power to issue redeemable shares Subject to the provisions of the Acts and to any special rights for the time being attached to any existing shares, any share may be issued which is, or at the option of the Company or of the holder of such share is, liable to be redeemed. 8.3 Terms, conditions and manner of redemption Subject to the provisions of the 2006 Act and save as otherwise provided in these Articles, the Directors may determine the terms, conditions and manner of redemption of any	26 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE 26.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution. 26.2 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 any such shares. 26.3 At any time when the Company has a single class of shares, the directors may exercise any power of the Company to allot shares of that class or to grant rights to subscribe for or to convert any security into shares of that class, subject to the provisions of Article 28.	26 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE 26.1 Subject to the ~~provisions of the Acts and to any special rights for the time being~~Articles, but without prejudice to the rights attached to any existing ~~shares~~share, the Company may ~~allot or~~ issue ~~any~~ shares ~~or have attached to them such preferred, deferred or other special~~with such rights or restrictions ~~whether in regard to dividends, voting, transfer, return of capital or otherwise as the Company may from time to time~~as may be determined by ordinary resolution ~~determine or if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine~~. ~~8.2 Power to issue redeemable shares~~ ~~Subject to the provisions of the Acts and to any special rights for the time being attached to any existing shares, any share may be issued which is, or at the option of the Company or of the holder of such share is, liable to be redeemed.~~ ~~8.3 Terms, conditions and manner of redemption~~ 26.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company

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redeemable shares provided they must do so before the shares are allotted. 8. Power to attach rights and issue redeemable shares 8.1 Rights attaching to shares Subject to the provisions of the Acts and to any special rights for the time being attached to any existing shares, the Company may allot or issue any shares or have attached to them such preferred, deferred or other special rights or restrictions whether in regard to dividends, voting, transfer, return of capital or otherwise as the Company may from time to time by ordinary resolution determine or if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine. 8.2 Power to issue redeemable shares Subject to the provisions of the Acts and to any special rights for the time being attached to any existing shares, any share may be issued which is, or at the option of the Company or of the holder of such share is, liable to be redeemed. 8.3 Terms, conditions and manner of redemption Subject to the provisions of the 2006 Act and		or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares. 26.3 At any time when the Company has a single class of shares, the directors may exercise any power of the Company to allot shares of that class or to grant rights to subscribe for or to convert any security into shares of that class, subject to the provisions of Article 28.

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save as otherwise provided in these Articles, the Directors may determine the terms, conditions and manner of redemption of any redeemable shares provided they must do so before the shares are allotted.		
9. Commission and brokerage The Company may exercise the powers conferred by the Acts to pay commissions or brokerage 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 to the full extent permitted by the Acts. Subject to the provisions of the Acts, any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares, the grant of an option to call for an allotment of shares or any combination of such methods.	None	~~9. Commission and brokerage~~ ~~The Company may exercise the powers conferred by the Acts to pay commissions or brokerage 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 to the full extent permitted by the Acts. Subject to the provisions of the Acts, any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares, the grant of an option to call for an allotment of shares or any combination of such methods.~~
10. Trusts not to be recognised Except as otherwise expressly provided by these Articles, as required by law or as ordered by a court of competent jurisdiction, the Company shall not recognise any person as holding any share on any trust and (except as aforesaid) the Company shall not be bound by or recognise (even if having notice of it) any	29 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS 29.1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than	29 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS 29.1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a

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equitable, contingent, future, partial or other claim to or interest in any share or any interest in any fractional part of a share except an absolute right of the holder or (in the case of a share warrant) of the bearer of the warrant, to the whole of the share.	the holder's absolute ownership of it and all the rights attaching to it.	share other than the holder's absolute ownership of it and all the rights attaching to it. <br~~10. Trusts not to be recognised~~ <br~~Except as otherwise expressly provided by these Articles, as required by law or as ordered by a court of competent jurisdiction, the Company shall not recognise any person as holding any share on any trust and (except as aforesaid) the Company shall not be bound by or recognise (even if having notice of it) any equitable, contingent, future, partial or other claim to or interest in any share or any interest in any fractional part of a share except an absolute right of the holder or (in the case of a share warrant) of the bearer of the warrant, to the whole of the share.~~
11. Renunciation of shares Subject to the provisions of the Acts and of these Articles, the Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of it by the allottee in favour of some other person and may accord to any allottee of a share the right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.	None	~~11. Renunciation of shares~~ <br~~Subject to the provisions of the Acts and of these Articles, the Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of it by the allottee in favour of some other person and may accord to any allottee of a share the right to effect such renunciation upon and subject to such terms and conditions as the Directors may~~

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		~~think fit to impose.~~
12. Fractions 12.1 Power to deal with fractional entitlements Whenever as the result of any consolidation, division or sub-division of shares any member would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and in particular (but without prejudice to the generality of the foregoing) the Board may determine which of the shares of such holder are to be treated as giving rise to such fractional entitlement and may decide that any of those shares shall be consolidated with any of the shares of any other holder or holders which are similarly determined by it to be treated as giving rise to a fractional entitlement for such other holder or holders into a single consolidated share and the Board may on behalf of all such holders, sell such consolidated share for the best price reasonably obtained to any person (including the Company) and distribute the net proceeds of sale after deduction of the expenses of sale in due proportion among those holders (except that any amount otherwise due to a holder, being less than £3 or such other sum as the Board may from time to time determine may be retained for the benefit of the Company).	None	~~12. Fractions~~ ~~12.1 Power to deal with fractional entitlements~~ ~~Whenever as the result of any consolidation, division or sub-division of shares any member would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and in particular (but without prejudice to the generality of the foregoing) the Board may determine which of the shares of such holder are to be treated as giving rise to such fractional entitlement and may decide that any of those shares shall be consolidated with any of the shares of any other holder or holders which are similarly determined by it to be treated as giving rise to a fractional entitlement for such other holder or holders into a single consolidated share and the Board may on behalf of all such holders, sell such consolidated share for the best price reasonably obtained to any person (including the Company) and distribute the net proceeds of sale after deduction of the expenses of sale in due proportion among those holders (except that any amount otherwise due to a holder, being less than £3 or such other sum as the Board may from time to time determine may~~

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12.2 Sale of fractions For the purposes of any sale of consolidated shares pursuant to Article 12.1 (Power to deal with fractional entitlements), the Board may in the case of certificated shares authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser or in the case of uncertificated shares exercise any power conferred on it by Article 19.5 (Forfeiture and sale), and the transferee shall not be bound to see to the application of the purchase money in respect of any such sale, nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale or transfer and any instrument or exercise shall be effective as if it had been executed or exercised by the holder of the fractional entitlement to which it relates.		~~be retained for the benefit of the Company).~~ ~~12.2 Sale of fractions~~ ~~For the purposes of any sale of consolidated shares pursuant to Article 12.1 (Power to deal with fractional entitlements), the Board may in the case of certificated shares authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser or in the case of uncertificated shares exercise any power conferred on it by Article 19.5 (Forfeiture and sale), and the transferee shall not be bound to see to the application of the purchase money in respect of any such sale, nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale or transfer and any instrument or exercise shall be effective as if it had been executed or exercised by the holder of the fractional entitlement to which it relates.~~
13. Purchase of own shares 13.1 Power to enter into share buyback agreements Subject to the provisions of the Acts and to any rights for the time being attached to any shares, the Company may enter into any contract for the purchase of any of its own	27 PURCHASE OF OWN SHARES 27.1 Subject to the Companies Act 2006, but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Companies Act 2006, including (without limitation) out of capital up to any amount in a financial year not exceeding the	27 PURCHASE OF OWN SHARES 27.1 Subject to the Companies Act 2006, but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Companies Act 2006, including (without limitation) out of capital up to any amount in a financial year

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shares of any class (including any redeemable shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares. Any shares to be so purchased may be selected in any manner whatsoever provided that if at the relevant date proposed for approval of the proposed purchase there shall be in issue any shares of a class entitling the holders to convert into equity share capital of the Company then no such purchase shall take place unless it has been sanctioned by a special resolution passed at a separate general meeting (or meetings if there is more than one class) of the holders of such class of convertible shares. 13.2 Class rights Notwithstanding anything to the contrary contained in these Articles (other than the proviso in Article 13.1 (Power to enter into share buyback agreements)), the rights attached to any class of shares shall be deemed not to be varied by anything done by the Company or the Directors pursuant to this Article.	lower of: (a) £15,000; and (b) the nominal value of 5 per cent. of the Company's fully paid share capital at the beginning of each financial year of the Company.	not exceeding the lower of: (a) £15,000; and (b) the nominal value of 5 per cent. of the Company's fully paid share capital at the beginning of each financial year of the Company. ~~13. Purchase of own shares~~ ~~13.1 Power to enter into share buyback agreements~~ ~~Subject to the provisions of the Acts and to any rights for the time being attached to any shares, the Company may enter into any contract for the purchase of any of its own shares of any class (including any redeemable shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares. Any shares to be so purchased may be selected in any manner whatsoever provided that if at the relevant date proposed for approval of the proposed purchase there shall be in issue any shares of a class entitling the holders to convert into equity share capital of the Company then no such purchase shall take place unless it has been sanctioned by a special resolution passed at a separate general meeting (or meetings if there is more than one class) of the holders of such class of~~

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		~~convertible shares.~~ ~~13.2 Class rights~~ ~~Notwithstanding anything to the contrary contained in these Articles (other than the proviso in Article 13.1 (Power to enter into share buyback agreements)), the rights attached to any class of shares shall be deemed not to be varied by anything done by the Company or the Directors pursuant to this Article.~~
None	28 Pre-Emption Rights 28.1 Sections 561 and 562 of the Companies Act 2006 will not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the Company. 28.2 Unless otherwise agreed by special resolution and subject to article 32.7, the Company must not allot any equity securities unless the Company has first offered them to each person holding equity securities of that class on the date of the offer on the same or more favourable terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer to each such	28 Pre-Emption Rights 28.1 Sections 561 and 562 of the Companies Act 2006 will not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the Company. 28.2 Unless otherwise agreed by special resolution and subject to article 32.7, the Company must not allot any equity securities unless the Company has first offered them to each person holding equity securities of that class on the date of the offer on the same or more favourable terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving

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	person: (a) must be in writing; (b) must be open for acceptance for a period of at least 14 days beginning the date on which the offer is sent; (c) must give details of the number and subscription price of the relevant equity securities offered to him; and (d) may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion which he is offered shall, in his acceptance, state the number of excess equity securities ('Excess Securities') for which he wishes to subscribe. 28.3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 28.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 28.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities will be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 28.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond	fractions). The offer to each such person: (a) must be in writing; (b) must be open for acceptance for a period of at least 14 days beginning the date on which the offer is sent; (c) must give details of the number and subscription price of the relevant equity securities offered to him; and (d) may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion which he is offered shall, in his acceptance, state the number of excess equity securities ('Excess Securities') for which he wishes to subscribe. 28.3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 28.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 28.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities will be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 28.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities

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	that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.	allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.
14. Sanction to variation Subject to the provisions of the Acts, if at any time the share capital of the Company is divided into shares of different classes, any of the rights for the time being attached to any share or class of shares in the Company (and notwithstanding that the Company may be or be about to be in liquidation) may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three quarters in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as provided in these Articles (but not otherwise). The foregoing provisions of this Article shall apply also to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares	None	~~14. Sanction to variation~~ ~~Subject to the provisions of the Acts, if at any time the share capital of the Company is divided into shares of different classes, any of the rights for the time being attached to any share or class of shares in the Company (and notwithstanding that the Company may be or be about to be in liquidation) may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three quarters in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as provided in these Articles (but not otherwise). The foregoing provisions of this Article shall apply also to the variation or abrogation of the special~~

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of the class differently treated formed a separate class the separate rights of which are to be varied. Subject to the terms of issue or the rights attached to any shares, the rights or privileges attached to any class of shares shall be deemed not to be varied or abrogated by the Board resolving that a class of shares is to become or to cease to be a Participating Security.		~~rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the separate rights of which are to be varied. Subject to the terms of issue or the rights attached to any shares, the rights or privileges attached to any class of shares shall be deemed not to be varied or abrogated by the Board resolving that a class of shares is to become or to cease to be a Participating Security.~~
15. Class meetings Save as provided in the Acts, all the provisions in these Articles as to general meetings shall mutatis mutandis apply to every meeting of the holders of any class of shares, save that in the case of a meeting held in connection with the variation or abrogation of the rights attached to the shares of the class: (a) subject to paragraph (d) of this Article 15, the quorum at every such meeting shall be not less than 2 persons present holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (excluding any shares of that class held as treasury shares); (b) every holder of shares of the class in question present in person or by proxy may demand a poll;	None	~~15. Class meetings~~ ~~Save as provided in the Acts, all the provisions in these Articles as to general meetings shall mutatis mutandis apply to every meeting of the holders of any class of shares, save that in the case of a meeting held in connection with the variation or abrogation of the rights attached to the shares of the class:~~ ~~(a) subject to paragraph (d) of this Article 15, the quorum at every such meeting shall be not less than 2 persons present holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (excluding any shares of that class held as treasury shares);~~ ~~(b) every holder of shares of the class in question present in person or by proxy~~

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(c) each such holder shall on a poll be entitled to one vote for every share of the class held by him; (d) if at any adjourned meeting of such holders, such quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum; and (e) where a person is present by proxy or proxies, he is treated as holding only the shares in respect of which those proxies are authorised to exercise voting rights.		~~may demand a poll;~~ ~~(c) each such holder shall on a poll be entitled to one vote for every share of the class held by him;~~ ~~(d) if at any adjourned meeting of such holders, such quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum; and~~ ~~(e) where a person is present by proxy or proxies, he is treated as holding only the shares in respect of which those proxies are authorised to exercise voting rights.~~
16. Deemed variation Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority for the payment of a dividend or in respect of capital or howsoever or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares but shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking pari passu in all respects (save as to the date from which	None	~~16. Deemed variation~~ ~~Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority for the payment of a dividend or in respect of capital or howsoever or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares but shall not be deemed~~ ~~to be varied or abrogated by the creation or issue of any new shares ranking pari passu~~

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such new shares shall rank for dividend) with or subsequent to those already issued or by the purchase or redemption by the Company of its own shares in accordance with the provisions of the Acts and these Articles.		~~in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued or by the purchase or redemption by the Company of its own shares in accordance with the provisions of the Acts and these Articles.~~
17. Right to certificates 17.1 Issue of certificates (a) On becoming the holder of any certificated share every person (except a financial institution in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall be entitled without charge to have issued within 2 months after allotment or lodgement of a transfer (unless the terms of issue of the shares provide otherwise) one certificate for all the certificated shares of any one class registered in his name and to a separate certificate for each class of certificated shares so registered. (b) Such certificate shall specify the number, class and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount or respective amounts paid up on them. (c) Such certificate shall be issued either under the Seal (which may be affixed to it or	30 SHARE CERTIFICATES 30.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds. 30.2 Every certificate must specify: (a) in respect of how many shares, of what class, it is issued; (b) the nominal value of those shares; (c) that the shares are fully paid, or where the shares are not fully paid, the amount or respective amounts paid up on the shares to which it relates; and (d) any distinguishing numbers assigned to them. 30.3 No certificate may be issued in respect of shares of more than one class. 30.4 If more than one person holds a share,	~~17.~~30 ~~Right to certificates~~SHARE CERTIFICATES ~~17.1 Issue of certificates~~ ~~(a) On becoming the holder of any certificated share every person (except a financial institution in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall be entitled without charge to have issued within 2 months after allotment or lodgement of a transfer (unless the terms of issue of the shares provide otherwise) one certificate for all the certificated shares of any one class registered in his name and to a separate certificate for each class of certificated shares so registered.~~ 30.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds. 30.2 Every certificate must specify:

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printed on it) or in such other manner having the same effect as if issued under the Seal and, having regard to the provisions of the Acts and the rules and regulations applicable to any recognised investment exchange(s) to which the Company's shares are admitted (or any other stock exchange on which the company's shares are normally traded), as the Board may approve. 17.2 Distinguishing numbers If and so long as all the issued shares of the Company or all the issued shares of a particular class are fully paid up and rank pari passu for all purposes then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number. 17.3 Issue of certificates to joint holders The Company shall not be bound to issue more than one certificate in respect of certificated shares held jointly by 2 or more persons. Delivery of a certificate to the person first named on the register shall be sufficient delivery to all joint holders. 17.4 Balancing certificates Where a member (other than a financial institution) has transferred part only of the shares comprised in a certificate he shall be	only one certificate may be issued in respect of it. 30.5 Certificates must: (a) have affixed to them the Company's common seal; or (b) be otherwise executed in accordance with the Companies Acts.	(a) in respect of how many shares, of what class, it is issued; (b) the nominal value of those shares; (c) that the shares are fully paid, or where the shares are not fully paid, the amount or respective amounts paid up on the shares to which it relates; and (~~b~~d) ~~Such certificate shall specify the number, class and~~any distinguishing numbers ~~(if any) of the shares in respect of which it is issued and the amount or respective amounts paid up on~~assigned to them. ~~(c) Such certificate shall be issued either under the Seal (which may be affixed to it or printed on it) or in such other manner having the same effect as if issued under the Seal and, having regard to the provisions of the Acts and the rules and regulations applicable to any recognised investment exchange(s) to which the Company's shares are admitted (or any other stock exchange on which the company's shares are normally traded), as the Board may approve.~~ ~~17.2 Distinguishing numbers~~ ~~If and so long as all the issued shares of the Company or all the issued shares of a~~

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entitled without charge to a certificate for the balance of such certificated shares. 17.5 Restrictions on certificates No certificate shall be issued representing certificated shares of more than one class.		~~particular class are fully paid up and rank pari passu for all purposes then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number.~~ ~~17.3 Issue of certificates to joint holders~~ ~~The Company shall not be bound to issue more than one certificate in respect of certificated shares held jointly by 2 or more persons. Delivery of a certificate to the person first named on the register shall be sufficient delivery to all joint holders.~~ ~~17.4 Balancing certificates~~ ~~Where a member (other than a financial institution) has transferred part only of the shares comprised in a certificate he shall be entitled without charge to a certificate for the balance of such certificated shares.~~ ~~17.5 Restrictions on certificates~~ 30.3 No certificate ~~shall~~may be issued ~~representing certificated~~in respect of shares of more than one class. 30.4 If more than one person holds a share, only one certificate may be issued in respect of it.

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		30.5 Certificates must: (a) have affixed to them the Company's common seal; or (b) be otherwise executed in accordance with the Companies Acts.
18. Replacement certificates 18.1 Consolidation of certificates Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu, subject to the payment of such reasonable fee, if any, as the Board may determine, on surrender of the original certificates for cancellation. 18.2 Splitting share certificates If any member shall surrender for cancellation a share certificate representing certificated shares held by him and request the Company to issue in lieu two or more share certificates representing such certificated shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request subject to the payment of such fee (if any) as it may determine.	31 REPLACEMENT SHARE CERTIFICATES 31.1 If a certificate issued in respect of a shareholder's shares is: (a) damaged or defaced; or (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares. 31.2 A shareholder exercising the right to be issued with such a replacement certificate: (a) may at the same time exercise the right to be issued with a single certificate or separate certificates; (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and	~~18.~~31 ~~Replacement certificates~~REPLACEMENT SHARE CERTIFICATES 31.1 If a certificate issued in respect of a shareholder's shares is: (a) damaged or defaced; or (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares. 31.2 A shareholder exercising the right to be issued with such a replacement certificate: (a) may at the same time exercise the right to be issued with a single certificate or separate certificates; (b) must return the certificate which is to be replaced to the Company if it is

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18.3 Renewal or replacement Share certificates may be renewed or replaced on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out-of-pocket expenses (including those incurred by the Company in investigating such evidence and preparing such indemnity and security) as the Board may decide, and on surrender of the original certificate (where it is defaced or worn out) but without any further charge. 18.4 Request for replacement by joint holders In the case of shares held jointly by several persons, any such request as is mentioned in this Article 18 (Replacement certificates) may be made by any one of the joint holders.	(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.	damaged or defaced; and (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide. ~~18.1 Consolidation of certificates~~ ~~Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu, subject to~~ ~~the payment of such reasonable fee, if any, as the Board may determine, on surrender of the original certificates for cancellation.~~ ~~18.2 Splitting share certificates~~ ~~If any member shall surrender for cancellation a share certificate representing certificated shares held by him and request the Company to issue in lieu two or more share certificates representing such certificated shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request subject to the payment of such fee (if any) as it may determine.~~ ~~18.3 Renewal or replacement~~ ~~Share certificates may be renewed or~~

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		~~replaced on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out-of-pocket expenses (including those incurred by the Company in investigating such evidence and preparing such indemnity and security) as the Board may decide, and on surrender of the original certificate (where it is defaced or worn out) but without any further charge.~~ ~~18.4 Request for replacement by joint holders~~ ~~In the case of shares held jointly by several persons, any such request as is mentioned in this Article 18 (Replacement certificates) may be made by any one of the joint holders.~~
19. Uncertificated shares 19.1 Participating security The Board may resolve that a class of shares is to become, or is to cease to be, a Participating Security. Shares of a class shall not be treated as forming a separate class from other shares of the same class as a consequence only of such shares being held in uncertificated form. Any share of a class which is a Participating Security may be changed from an uncertificated share to a certificated share and from a certificated share to an	30 SHARE CERTIFICATES 30.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds. 30.2 Every certificate must specify: (a) in respect of how many shares, of what class, it is issued; (b) the nominal value of those shares;	~~19.~~30 ~~Uncertificated shares~~SHARE CERTIFICATES 30.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds. 30.2 Every certificate must specify: (a) in respect of how many shares, of what class, it is issued;

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uncertificated share in accordance with the Uncertificated Regulations. For any purpose under these Articles, the Company may treat a member's holding of uncertificated shares and of certificated shares of the same class as if they were separate holdings, unless the Board otherwise decides. 19.2 Application of Articles These Articles apply to uncertificated shares of a class which is a Participating Security only to the extent that these Articles are consistent with the holding of such shares in uncertificated form, with the transfer of title to such shares by means of the Uncertificated System and with the Uncertificated Regulations. 19.3 Board regulations The Board may lay down regulations not included in these Articles which: (a) apply to the issue, holding or transfer of uncertificated shares (in addition to or in substitution for any such provisions in these Articles); (b) set out (where appropriate) the procedures for conversion and/or redemption of uncertificated shares, in each case which are necessary to ensure	(c) that the shares are fully paid, or where the shares are not fully paid, the amount or respective amounts paid up on the shares to which it relates; and (d) any distinguishing numbers assigned to them. 30.3 No certificate may be issued in respect of shares of more than one class. 30.4 If more than one person holds a share, only one certificate may be issued in respect of it. 30.5 Certificates must: (a) have affixed to them the Company's common seal; or (b) be otherwise executed in accordance with the Companies Acts.	~~19.1 Participating security~~ ~~The Board may resolve that a class of shares is to become, or is to cease to be, a Participating Security. Shares of a class shall not be treated as forming a separate class from other shares of the same class as a consequence only of such shares being held in uncertificated form. Any share of a class which is a Participating Security may be changed from an uncertificated share to a certificated share and from a certificated share to an uncertificated share in accordance with the Uncertificated Regulations. For any purpose under these Articles, the Company may treat a member's holding of uncertificated shares and of certificated shares of the same class as if they were separate holdings, unless the Board otherwise decides.~~ ~~19.2 Application of Articles~~ ~~These Articles apply to uncertificated shares of a class which is a Participating Security only to the extent that these Articles are consistent with the holding of such shares in uncertificated form, with the transfer of title to such shares by means of the Uncertificated System and with the Uncertificated Regulations.~~ ~~19.3 Board regulations~~

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that these Articles are consistent with the Uncertificated Regulations and/or the Operator's rules and practices and such regulations will apply instead of any relevant provisions in these Articles which relate to certificates and the transfer, conversion and redemption of shares or which are not consistent with the Uncertificated Regulations, in all cases to the extent (if any) stated in such regulations. If the Board makes any such regulations, Article 19.2 (Application of Articles) will (for the avoidance of doubt) continue to apply to these Articles, when read in conjunction with those regulations. 19.4 Instructions via an uncertificated system Any instruction given by means of an Uncertificated System as referred to in these Articles shall be a dematerialised instruction given in accordance with the Uncertificated Regulations, the facilities and requirements of the Uncertificated System and the Operator's rules and practices. 19.5 Forfeiture and sale Where the Company is entitled (under the Acts, the Operator's rules and practices, these Articles or otherwise) to dispose of, forfeit, enforce a lien over or sell or otherwise procure		~~The Board may lay down regulations not included in these Articles which:~~ ~~(a) apply to the issue, holding or transfer of uncertificated shares (in addition to or in substitution for any such provisions in these Articles);~~ (b) ~~set out (where appropriate) the procedures for conversion and/or redemption of uncertificated~~the nominal value of those shares~~,~~; ~~in each case which are necessary to ensure that these Articles are consistent with the Uncertificated Regulations and/or the Operator's rules and practices and such regulations will apply instead of any relevant provisions in these Articles which relate to certificates and the transfer, conversion and redemption of shares or which are not consistent with the Uncertificated Regulations, in all cases to the extent (if any) stated in such regulations. If the~~ ~~Board makes any such regulations, Article 19.2 (Application of Articles) will (for the avoidance of doubt) continue to apply to these Articles, when read in conjunction with those regulations.~~ ~~19.4 Instructions via an uncertificated system~~

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the sale of any shares of a class which is a Participating Security and which are held in uncertificated form, the Board may take such steps (subject to the Uncertificated Regulations and to such rules and practices) as may be required or appropriate, by instruction by means of an Uncertificated System or otherwise, to effect such disposal, forfeiture, enforcement or sale including by (without limitation): (a) requesting or requiring the deletion of any computer-based entries in the Uncertificated System relating to the holding of such shares in uncertificated form; (b) altering such computer-based entries so as to divest the holder of such shares of the power to transfer such shares other than to a person selected or approved by the Company for the purpose of such transfer; (c) requiring any holder of such shares, by notice in writing to him, to change his holding of such uncertificated shares into certificated form within any specified period; (d) requiring any holder of such shares to take such steps as may be necessary to sell or transfer such shares as directed by the Company; (e) otherwise rectify or change the Register in respect of any such shares in such		~~Any instruction given by means of an Uncertificated System as referred to in these Articles shall be a dematerialised instruction given in accordance with the Uncertificated Regulations, the facilities and requirements of the Uncertificated System and the Operator's rules and practices.~~ ~~19.5 Forfeiture and sale~~ ~~Where the Company is entitled (under the Acts, the Operator's rules and practices, these Articles or otherwise) to dispose of, forfeit, enforce a lien over or sell or otherwise procure the sale of any shares of a class which is a Participating Security and which are held in uncertificated form, the Board may take such steps (subject to the Uncertificated Regulations and to such rules and practices) as may be required or appropriate, by instruction by means of an Uncertificated System or otherwise, to effect such disposal, forfeiture, enforcement or sale including by (without limitation):~~ ~~(a) requesting or requiring the deletion of any computer-based entries in the Uncertificated System relating to the holding of such shares in uncertificated form;~~ ~~(b) altering such computer-based entries so as to divest the holder of such shares of the power to transfer such shares other than to a person selected or approved~~

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manner as the Board considers appropriate (including, without limitation, by entering the name of a transferee into the Register as the next holder of such shares); and/or (f) appointing any person to take any steps in the name of any holder of such shares as may be required to change such shares from uncertificated form to certificated form and/or to effect the transfer of such shares (and such steps shall be effective as if they had been taken by such holder).		~~by the Company for the purpose of such transfer;~~ (c) ~~requiring any holder of such shares, by notice in writing to him, to change his holding of such uncertificated shares into certificated form within any specified period;~~that the shares are fully paid, or where the shares are not fully paid, the amount or respective amounts paid up on the shares to which it relates; and ~~(d) requiring any holder of such shares to take such steps as may be necessary to sell or transfer such shares as directed by the Company;~~ ~~(e) otherwise rectify or change the Register in respect of any such shares in such manner as the Board considers appropriate (including, without limitation, by entering the name of a transferee into the Register as the next holder of such shares); and/or~~ ~~(f) appointing any person to take any steps in the name of any holder of such shares as may be required to change such shares from uncertificated form to certificated form and/or to effect the transfer of such shares (and such steps shall be effective as if they had been taken by such holder).~~

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		(d) any distinguishing numbers assigned to them. 30.3 No certificate may be issued in respect of shares of more than one class. 30.4 If more than one person holds a share, only one certificate may be issued in respect of it. 30.5 Certificates must: (a) have affixed to them the Company's common seal; or (b) be otherwise executed in accordance with the Companies Acts.
20. Lien on shares not fully paid The Company shall have a first and paramount lien on any of its shares which are not fully paid, but only to the extent and in the circumstances permitted by Section 670 of the 2006 Act. The lien shall also extend to all distributions and other moneys from time to time declared or payable in respect of such share. The Board may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article. Unless otherwise determined by the Board, the registration of a transfer of a share shall operate as a waiver of the Company's lien (if	36 COMPANY'S LIEN OVER PARTLY PAID SHARES 36.1 The Company has a lien (the 'Company's lien') over every share which is partly paid for any part of: (a) that share's nominal value; and (b) any premium at which it was issued; which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has	~~20. Lien on shares not fully paid~~ ~~The Company shall have a first and paramount lien on any of its shares which are not fully paid, but only to the extent and in the circumstances permitted by Section 670 of the 2006 Act. The lien shall also extend to all distributions and other moneys from time to time declared or payable in respect of such share. The Board may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article. Unless otherwise determined by the Board, the registration of a transfer of a share shall~~

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any) on that share.	been sent in respect of it. 36.2 The Company's lien over a share: (a) takes priority over any third party's interest in that share; and (b) extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share. 36.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part. 36.4 Notwithstanding anything contained in the Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has under these Articles in respect of any shares that are charged or otherwise subject to security in favour of a Secured Institution.	~~operate as a waiver of the Company's lien (if any) on that share.~~ 36 COMPANY'S LIEN OVER PARTLY PAID SHARES 36.1 The Company has a lien (the 'Company's lien') over every share which is partly paid for any part of: (a) that share's nominal value; and (b) any premium at which it was issued; which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it. 36.2 The Company's lien over a share: (a) takes priority over any third party's interest in that share; and (b) extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share. 36.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien

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		shall not be subject to it, either wholly or in part. 36.4 Notwithstanding anything contained in the Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has under these Articles in respect of any shares that are charged or otherwise subject to security in favour of a Secured Institution.
21. Enforcement of lien by sale 21.1 Power of sale The Company may sell in any manner decided by the Board all or any of the shares subject to any lien at such time or times and in such manner as it may determine, save that no sale shall be made until such time as the moneys in respect of which such lien exists or some part of them are or is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due, or specifying the liability or engagement and demanding payment or fulfilment or discharge of them, and giving notice of intention to sell in default, shall have been served on the holder or the persons (if any) entitled by transmission to the shares and default in payment, fulfilment or	37 ENFORCEMENT OF THE COMPANY'S LIEN 37.1 Subject to the provisions of this Article 37, if: (a) a lien enforcement notice has been given in respect of a share; and (b) the person to whom the notice was given has failed to comply with it; the Company may sell that share in such manner as the directors decide. 37.2 A lien enforcement notice: (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;	~~21.~~37 ~~Enforcement of lien by sale~~ENFORCEMENT OF THE COMPANY'S LIEN ~~21.1 Power of sale~~ 37.1 Subject to the provisions of this Article 37, if: (a) a lien enforcement notice has been given in respect of a share; and (b) the person to whom the notice was given has failed to comply with it; ~~The~~the Company may sell ~~in any manner decided by the Board all or any of the shares subject to any lien at such time or times and~~that share in such manner as ~~it may determine, save that no sale shall~~the directors decide. ~~be made until such time as the moneys in~~

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discharge shall have been made by him or them for 14 clear days after service of such notice. 21.2 Title 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 or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. 21.3 Perfection of transfer In order to give effect to any such sale, the Board may in the case of certificated shares authorise some person to execute an instrument of transfer of the shares sold in the name and on behalf of the holder or the persons entitled by transmission in favour of the purchaser or as the purchaser may direct and in the case of uncertificated shares exercise any power conferred on it by Article 19.5 (Forfeiture and sale) to effect a transfer of the shares. The purchaser shall not be bound to see to the application of the purchase money in respect of any such sale and the title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale. Any instrument or exercise shall be effective as if it	(b) must specify the share concerned; (c) must require payment of the sum payable within 14 days of the notice; (d) must be addressed either to the holder of the share or to a transmittee of that holder; and (e) must state the Company's intention to sell the share if the notice is not complied with. 37.3 Where shares are sold under this Article: (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale. 37.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied: (a) first, in payment of so much of the sum for which the lien exists as was payable at the	~~respect of which such lien exists or some part of them are or is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due, or specifying the liability or engagement and demanding payment or fulfilment or discharge of them, and giving notice of intention to sell in default, shall have been served on the holder or the persons (if any) entitled by transmission to the shares and default in payment, fulfilment or discharge shall have been made by him or them for 14 clear days after service of such notice.~~ ~~21.2 Title~~ 37.2 A lien enforcement notice: (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed; (b) must specify the share concerned; (c) must require payment of the sum payable within 14 days of the notice; (d) must be addressed either to the holder of the share or to a transmittee of

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had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.	date of the lien enforcement notice; (b) secondly, in payment of any balance to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificate. Application of funds under this Article 37.4 shall be subject to the imposition of a lien equivalent to the Company's lien on all shares registered in the name of the person entitled to the shares at the date of the sale (either alone or as one of several joint holders) after the date of the lien enforcement notice in respect of all monies due in respect of those shares after the date of the lien enforcement notice. 37.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been sold to satisfy the Company's lien on a specified date: (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.	that holder; and (e) must state the Company's intention to sell the share if the notice is not complied with. 37.3 Where shares are sold under this Article: (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale. 37.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied: (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; (b) secondly, in payment of any balance to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been

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		surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificate. Application of funds under this Article 37.4 shall be subject to the imposition of a lien equivalent to the Company's lien on all shares registered in the name of the person entitled to the shares at the date of the sale (either alone or as one of several joint holders) after the date of the lien enforcement notice in respect of all monies due in respect of those shares after the date of the lien enforcement notice. 37.5 A statutory declaration ~~in writing~~by a director or the company secretary (if any) that the declarant is a ~~Director or the Secretary of the Company~~director or the company secretary and that a share has been ~~duly forfeited or surrendered or~~ sold to satisfy ~~a~~the Company's lien ~~of the Company~~ on a specified date ~~stated in the declaration shall be~~ : (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share~~.~~; and (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to

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		the share. ~~21.3 Perfection of transfer~~ ~~In order to give effect to any such sale, the Board may in the case of certificated shares authorise some person to execute an instrument of transfer of the shares sold in the name and on behalf of the holder or the persons entitled by transmission in favour of the purchaser or as the purchaser may direct and in the case of uncertificated shares exercise any power conferred on it by Article 19.5 (Forfeiture and sale) to effect a transfer of the shares. The purchaser shall not be bound to see to the application of the purchase money in respect of any such sale and the title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale. Any instrument or exercise shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.~~
22. Application of proceeds of sale The net proceeds of any sale of shares subject to any lien after payment of the costs shall be applied in or towards satisfaction of so much of the amount due to the Company or of the liability or engagement (as the case may be) as is presently payable or is liable to be	37 ENFORCEMENT OF THE COMPANY'S LIEN 37.1 Subject to the provisions of this Article 37, if: (a) a lien enforcement notice has been	~~22.~~37 ~~Application of proceeds of sale~~ENFORCEMENT OF THE COMPANY'S LIEN ~~The net proceeds of any sale of shares subject to any lien after payment of the costs shall be applied in or towards satisfaction of so much of the amount due~~

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presently fulfilled or discharged. The balance (if any) shall be paid to the former shareholder or to any other person who would otherwise be automatically entitled to the shares by law. In the case of certificated shares such payment shall only be made on surrender to the Company for cancellation of the certificate for the shares sold. In any event, the Company's lien shall also apply to any money left over to cover any money still due to the Company which is not yet payable.	given in respect of a share; and (b) the person to whom the notice was given has failed to comply with it; the Company may sell that share in such manner as the directors decide. 37.2 A lien enforcement notice: (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed; (b) must specify the share concerned; (c) must require payment of the sum payable within 14 days of the notice; (d) must be addressed either to the holder of the share or to a transmittee of that holder; and (e) must state the Company's intention to sell the share if the notice is not complied with. 37.3 Where shares are sold under this Article: (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person	~~to the Company or of the liability or engagement (as the case may be) as is presently payable or is liable to be presently fulfilled or discharged. The balance (if any) shall be paid to the former shareholder or to any other person who would otherwise be automatically entitled to the shares by law. In the case of certificated shares such payment shall only be made on surrender to the Company for cancellation of the certificate for the shares sold. In any event, the Company's lien shall also apply to any money left over to cover any money still due to the Company which is not yet payable.~~ 37.1 Subject to the provisions of this Article 37, if: (a) a lien enforcement notice has been given in respect of a share; and (b) the person to whom the notice was given has failed to comply with it; the Company may sell that share in such manner as the directors decide. 37.2 A lien enforcement notice: (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum

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	nominated by the purchaser; and (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale. 37.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied: (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; (b) secondly, in payment of any balance to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificate. Application of funds under this Article 37.4 shall be subject to the imposition of a lien equivalent to the Company's lien on all shares registered in the name of the person entitled to the shares at the date of the sale (either alone or as one of several joint holders) after the date of the lien enforcement notice in respect of all monies due in respect of those shares	has passed; (b) must specify the share concerned; (c) must require payment of the sum payable within 14 days of the notice; (d) must be addressed either to the holder of the share or to a transmittee of that holder; and (e) must state the Company's intention to sell the share if the notice is not complied with. 37.3 Where shares are sold under this Article: (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale. 37.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

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	after the date of the lien enforcement notice. 37.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been sold to satisfy the Company's lien on a specified date: (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.	(a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; (b) secondly, in payment of any balance to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificate. Application of funds under this Article 37.4 shall be subject to the imposition of a lien equivalent to the Company's lien on all shares registered in the name of the person entitled to the shares at the date of the sale (either alone or as one of several joint holders) after the date of the lien enforcement notice in respect of all monies due in respect of those shares after the date of the lien enforcement notice. 37.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been sold to satisfy the Company's lien on a specified date: (a) is conclusive evidence of the facts stated in it as against all persons claiming to

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		be entitled to the share; and (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
23. Calls Subject to the terms of allotment of shares, the Board may from time to time make calls on the members in respect of any moneys unpaid on the shares or any class of shares held by them respectively (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the terms of issue provided that no call on any share shall be payable within one month from the date fixed for the payment of the last preceding call. Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made and whether or not by instalments) be liable to pay the amount of every call so made on him as required by the notice. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed or (as the case may require) any person to whom power has been delegated pursuant to these Articles serves notice of exercise of such power. A call may be required to be paid by instalments and may before receipt by the Company of any sum due under it be either revoked or postponed in whole or part as	38 CALL NOTICES 38.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a 'call notice') to a member requiring the member to pay the Company a specified sum of money (a 'call') which is payable in respect of shares which that member holds; at the date when the directors decide to send the call notice. 38.2 A call notice: (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium); (b) must state when and how any call to which it relates it is to be paid; and (c) may permit or require the call to be paid by instalments. 38.3 A member must comply with the requirements of a call notice, but no member is	38 CALL NOTICES 38.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a 'call notice') to a member requiring the member to pay the Company a specified sum of money (a 'call') which is payable in respect of shares which that member holds; at the date when the directors decide to send the call notice. 38.2 A call notice: (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium); (b) must state when and how any call to which it relates it is to be paid; and (c) may permit or require the call to be paid by instalments. 38.3 A member must comply with the

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regards all or any such members as the Board may determine. A person on whom a call is made shall remain liable notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of them.	obliged to pay any call before 14 clear days (that is, excluding the date on which the notice was sent and the date on which that 14 days period expires) have passed since the notice was sent. 38.4 Before the Company has received any call due under a call notice the directors may: (a) revoke it wholly or in part; or (b) specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made. 39 Liability To Pay Calls 39.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Once a call notice is issued, the person to whom it was issued will remain liable in respect of that call. 39.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share. 39.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the	requirements of a call notice, but no member is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice was sent and the date on which that 14 days period expires) have passed since the notice was sent. 38.4 Before the Company has received any call due under a call notice the directors may: (a) revoke it wholly or in part; or (b) specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made. ~~23.~~39 Liability To Pay Calls ~~Subject to the terms of allotment of shares, the Board may from time to time make calls on the members in respect of any moneys unpaid on the shares or any class of shares held by them respectively (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the terms of issue provided that no call on any share shall be payable within one month from the date fixed for the payment of the last preceding call. Each member shall (subject to receiving at least 14 clear days' notice specifying when and~~

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	holders of those shares may require them: (a) to pay calls which are not the same; or (b) to pay calls at different times.	~~where payment is to be made and whether or not by instalments) be liable to pay the amount of every call so made on him as required by the notice. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed or (as the case may require) any person to whom power has been delegated pursuant to these Articles serves notice of exercise of such power. A call may be required to be paid by instalments and may before receipt by the Company of any sum due under it be either revoked or postponed in whole or part as regards all or any such members as the Board may determine. A person on whom a call is made shall remain liable notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of them.~~ 39.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Once a call notice is issued, the person to whom it was issued will remain liable in respect of that call. 39.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

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		39.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them: (a) to pay calls which are not the same; or (b) to pay calls at different times.
24. Interest on calls If the whole of the sum payable in respect of any call is not paid on or before the day appointed for payment, the person from whom it is due and payable shall pay all reasonable costs, charges and expenses that the Company may have incurred by reason of such non-payment together with interest on the unpaid amount from the day appointed for payment thereof to the time of actual payment at the rate fixed by the terms of the allotment of the share or, if no rate is so fixed, at such rate, not exceeding 15% per annum, as the Board shall determine and specify in the notice of the call. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.	38 CALL NOTICES 38.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a 'call notice') to a member requiring the member to pay the Company a specified sum of money (a 'call') which is payable in respect of shares which that member holds; at the date when the directors decide to send the call notice. 38.2 A call notice: (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium); (b) must state when and how any call to which it relates it is to be paid; and (c) may permit or require the call to be	~~24.~~38 ~~Interest on calls~~CALL NOTICES ~~If the whole of the sum payable in respect of any call is not paid on or before the day appointed for payment, the person from whom it is due and payable shall pay all reasonable costs, charges and expenses that the Company may have incurred by reason of such non-payment together with interest on the unpaid amount from the day appointed for payment thereof to the time of actual payment at the rate fixed by the terms of the allotment of the share or, if no rate is so fixed, at such rate, not exceeding 15% per annum, as the Board shall determine and specify in the notice of the call. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.~~ 38.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a 'call notice')

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	paid by instalments. 38.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice was sent and the date on which that 14 days period expires) have passed since the notice was sent. 38.4 Before the Company has received any call due under a call notice the directors may: (a) revoke it wholly or in part; or (b) specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made.	to a member requiring the member to pay the Company a specified sum of money (a 'call') which is payable in respect of shares which that member holds; at the date when the directors decide to send the call notice. 38.2 A call notice: (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium); (b) must state when and how any call to which it relates it is to be paid; and (c) may permit or require the call to be paid by instalments. 38.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice was sent and the date on which that 14 days period expires) have passed since the notice was sent. 38.4 Before the Company has received any call due under a call notice the directors may:

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		(a) revoke it wholly or in part; or (b) specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made.
25. Rights of member when call unpaid No member shall be entitled to receive any dividend or to be present and vote at any general meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum or to exercise any other privilege as a member unless and until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).	39 LIABILITY TO PAY CALLS 39.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Once a call notice is issued, the person to whom it was issued will remain liable in respect of that call. 39.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share. 39.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them: (a) to pay calls which are not the same; or (b) to pay calls at different times.	~~25. Rights of member when call unpaid~~ ~~No member shall be entitled to receive any dividend or to be present and vote at any general meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum or to exercise any other privilege as a member unless and until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).~~ 39 LIABILITY TO PAY CALLS 39.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Once a call notice is issued, the person to whom it was issued will remain liable in respect of that call. 39.2 Joint holders of a share are jointly and severally liable to pay all calls in

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		respect of that share. 39.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them: (a) to pay calls which are not the same; or (b) to pay calls at different times.
26. Sums due on allotment treated as calls Any sum payable in respect of a share on allotment or at any fixed date whether in respect of the nominal value of the share or by way of premium or as an instalment of a call shall for all purposes of these Articles be deemed to be a call duly made, notified and payable on the date on which, by the terms of allotment or in the notice of call, it becomes payable. If it is not paid, the provisions of these Articles shall apply as if such amount had become due and payable by virtue of a call duly made and notified.	40 WHEN CALL NOTICE NEED NOT BE ISSUED 40.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share: (a) on allotment; (b) on the occurrence of a particular event; or (c) on a date fixed by or in accordance with the terms of issue. 40.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a	40 WHEN CALL NOTICE NEED NOT BE ISSUED 40.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share: ~~26.~~(a) ~~Sums due~~ on allotment ~~treated as calls~~; ~~Any sum payable in respect of a share on allotment or at any fixed date whether in respect of the nominal value of the share or by way of premium or as an instalment of a call shall for all purposes of these Articles be deemed to be a call duly made, notified and payable on the date on which, by the terms of allotment or in the notice of call, it becomes payable. If it is not paid, the~~

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	call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.	~~provisions of these Articles shall apply as if such amount had become due and payable by virtue of a call duly made and notified.~~ (b) on the occurrence of a particular event; or (c) on a date fixed by or in accordance with the terms of issue. 40.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
27. Power to differentiate The Board may make arrangements on the allotment or issue of shares for a difference as between the allottees or holders of such shares in the amount and time of payment of calls.	None	~~27. Power to differentiate~~ ~~The Board may make arrangements on the allotment or issue of shares for a difference as between the allottees or holders of such shares in the amount and time of payment of calls.~~
28. Payment in advance of calls The Board may if it thinks fit receive from any member willing to advance it all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish only to that extent the liability	None	~~28. Payment in advance of calls~~ ~~The Board may if it thinks fit receive from any member willing to advance it all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish only to that~~

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on the shares on which it is made. The Company may pay interest on the money paid in advance or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made at such rate not exceeding 15% per annum as the Board may decide until and to the extent that it would, but for the advance, become payable. The Board may at any time repay the amount so advanced on giving to such member not less than 14 clear days' notice in writing of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become payable.		~~extent the liability on the shares on which it is made. The Company may pay interest on the money paid in advance or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made at such rate not exceeding 15% per annum as the Board may decide until and to the extent that it would, but for the advance, become payable. The Board may at any time repay the amount so advanced on giving to such member not less than 14 clear days' notice in writing of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become payable.~~
29. Notice if call not paid If any member fails to pay the whole of any call or any instalment of any call on or before the day appointed for payment the Board may at any time serve a notice in writing on such member, or on any person entitled to the shares by transmission, requiring payment, on a date not less than 14 clear days from the date of the notice, of the amount unpaid and	41 FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES 41.1 If a person is liable to pay a call and fails to do so by the call payment date: (a) the directors may issue a notice of intended forfeiture to that person; and (b) until the call is paid, that person must	41 FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES 41.1 If a person is liable to pay a call and fails to do so by the call payment date: (a) the directors may issue a notice of intended forfeiture to that person; and (b) until the call is paid, that person

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any interest which may have accrued on it and any reasonable costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where the payment is to be made and state that, if the notice is not complied with, the shares in respect of which such call was made will be liable to be forfeited.	pay the Company: (i) interest on that part of the call not paid from the call payment date at the relevant rate; and (ii) all expenses that have been incurred by the Company by reason of non-payment. 41.2 For the purposes of this Article: (a) the 'call payment date' is the time when the call notice states that a call is payable, unless the directors subsequently give a notice specifying a later date, in which case the "call payment date" is that later date; (b) the 'relevant rate' is – (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted; (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or (iii) if no rate is fixed in either of these ways, 5 per cent per annum. 41.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary	must pay the Company: (i) interest on that part of the call not paid from the call payment date at the relevant rate; and (ii) all expenses that have been incurred by the Company by reason of non-payment. 41.2 For the purposes of this Article: (a) the 'call payment date' is the time when the call notice states that a call is payable, unless the directors subsequently give a notice specifying a later date, in which case the "call payment date" is that later date; (b) the 'relevant rate' is – (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted; (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or (iii) if no rate is fixed in either of these ways, 5 per cent per annum. 41.3 The relevant rate must not exceed

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	Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998. 41.4 The directors may waive any obligation to pay interest on a call wholly or in part. 42 NOTICE OF INTENDED FORFEITURE 42.1 A notice of intended forfeiture: (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice; (b) must be sent to the holder of that share or to a transmittee of that holder; (c) must require payment of the call and any accrued interest and expenses by a date which is not less than 14 clear days' (that is, excluding the date on which the notice was sent and the date on which that 14 day period expires) after the date of the notice; (d) must state how the payment is to be made; and (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.	by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998. 41.4 The directors may waive any obligation to pay interest on a call wholly or in part. ~~29.~~42 ~~Notice if call not paid~~NOTICE OF INTENDED FORFEITURE 42.1 A notice of intended forfeiture: (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice; (b) must be sent to the holder of that share or to a transmittee of that holder; ~~If any member fails to pay the whole of any call or any instalment of any call on or before the day appointed for payment the Board may at any time serve a notice in writing on such member, or on any person entitled to the shares by transmission, requiring payment, on~~(c) must require payment of the call and any accrued interest and expenses by a date which is not less than 14 clear days ~~from~~' (that is, excluding the date on which the notice was

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		sent and the date on which that 14 day period expires) after the date of the notice~~,~~ ~~of the amount unpaid and any interest~~; (d) must state how the payment is to be made; and ~~which may have accrued on it and any reasonable costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where the payment is to be made and~~(e) must state that~~,~~ if the notice is not complied with, the shares in respect of which ~~such~~the call ~~was made~~is payable will be liable to be forfeited.
30. Forfeiture for non-compliance If the notice referred to in Article 29 (Notice if call not paid) is not complied with, any share in respect of which it was given may, at any time after the date appointed for payment pursuant to the notice, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or other moneys payable in respect of the forfeited shares and not paid before the forfeiture, and shall be deemed to occur at the time of the passing of the said resolution of the Board.	43 DIRECTORS' POWER TO FORFEIT SHARES 43.1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.	~~30.~~43 ~~Forfeiture for non-compliance~~DIRECTORS' POWER TO FORFEIT SHARES 43.1 If ~~the~~a notice ~~referred to in Article 29 (Notice if call not paid)~~of intended forfeiture is not complied with~~,~~ before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given ~~may, at any time after the date appointed for payment pursuant to the notice, be~~is forfeited ~~by a resolution of the Board to that effect. Such~~, and the forfeiture ~~shall~~is to include all dividends ~~declared~~ or other moneys payable in respect of the forfeited shares

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		and not paid before the forfeiture~~, and shall be deemed to occur at the time of the passing of the said resolution of the Board~~.
31. Notice after forfeiture When any share has been forfeited notice of the forfeiture shall be served on the person who was before forfeiture the holder of the share or the person entitled to such share by transmission (as the case may be). An entry of such notice having been given and of the forfeiture with the date of it shall forthwith be made in the Register in respect of such share together with a note that dealings are not permitted in the share. However, no forfeiture shall be invalidated by any omission to give such notice or to make such entry as aforesaid.	45 PROCEDURE FOLLOWING FORFEITURE 45.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer. 45.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been forfeited on a specified date: (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share. 45.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the	~~31.~~45 ~~Notice after forfeiture~~PROCEDURE FOLLOWING FORFEITURE ~~When any share has been forfeited notice of the forfeiture shall be served on the person who was before forfeiture the holder of the share or the person entitled to such share by transmission (as the case may be). An entry of such notice having been given and of the forfeiture with the date of it shall forthwith be made in the Register in respect of such share together with a note that dealings are not permitted in the share. However, no forfeiture shall be invalidated by any omission to give such notice or to make such entry as aforesaid.~~ 45.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer. 45.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been forfeited on a specified date: (a) is conclusive evidence of the facts

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	share. 45.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission and any expenses and interest on late payment payable under Article 41, and excluding any amount which: (a) was, or would have become, payable in respect of that share at the time of the relevant call notice; and (b) had not, when that share was forfeited, been paid by that person in respect of that share; but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.	stated in it as against all persons claiming to be entitled to the share; and (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share. 45.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share. 45.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission and any expenses and interest on late payment payable under Article 41, and excluding any amount which: (a) was, or would have become, payable in respect of that share at the time of the relevant call notice; and (b) had not, when that share was forfeited, been paid by that person in respect of that share; but no interest is payable to such a person in respect of such proceeds and the

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		Company is not required to account for any money earned on them.
32. Forfeiture may be annulled The Board may at any time before any share so forfeited has been cancelled or sold, re-allotted or otherwise disposed of annul the forfeiture, on the terms that payment shall be made of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.	43 DIRECTORS' POWER TO FORFEIT SHARES 43.1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.	~~32.~~43 ~~Forfeiture may be annulled~~DIRECTORS' POWER TO FORFEIT SHARES ~~The Board may at any time before any share so forfeited has been cancelled or sold, re-allotted or otherwise disposed of annul the forfeiture, on the terms that payment shall be made of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.~~ 43.1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
33. Surrender The Board may accept a surrender of any share liable to be forfeited under these Articles upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be	46 SURRENDER OF SHARES 46.1 A member may surrender any share: (a) in respect of which the directors may issue a notice of intended forfeiture;	~~33.~~46 ~~Surrender~~SURRENDER OF SHARES ~~The Board may accept a surrender of any share liable to be forfeited under these Articles upon such terms and conditions as may be agreed and, subject to any such~~

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treated as if it had been forfeited. In such case, references in these Articles to forfeiture shall include surrender.	(b) which the directors may forfeit; or (c) which has been forfeited. 46.2 The directors may accept the surrender of any such share. 46.3 The effect of surrender on a share is the same as the effect of forfeiture on that share. 46.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.	~~terms and conditions, a surrendered share shall be treated as if it had been forfeited. In such case, references in these Articles to forfeiture shall include surrender.~~ 46.1 A member may surrender any share: (a) in respect of which the directors may issue a notice of intended forfeiture; (b) which the directors may forfeit; or (c) which has been forfeited. 46.2 The directors may accept the surrender of any such share. 46.3 The effect of surrender on a share is the same as the effect of forfeiture on that share. 46.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.
34. Disposal of forfeited shares Every share which shall be forfeited shall thereupon become the property of the Company. The Company shall not exercise any voting rights in respect of such a share. Subject to the provisions of the Acts, any such share may be sold, re-allotted or otherwise	43 DIRECTORS' POWER TO FORFEIT SHARES 43.1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given	~~34.~~43 ~~Disposal of forfeited shares~~DIRECTORS' POWER TO FORFEIT SHARES ~~Every share which shall be forfeited shall thereupon become the property of the Company. The Company shall not exercise any voting rights in respect of such a share.~~

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disposed of either to the person who was before forfeiture its holder or entitled to it or to any other person on such terms and in such manner as the Board shall determine and, in the case of re-allotment, whether with or without all or any part of the amount previously paid up on the share being treated as so paid up. The Board may, for the purposes of the disposal in the case of certificated shares, authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the Register notwithstanding the absence of any share certificate being lodged in respect of it and may issue a new certificate to the transferee in respect of certificated shares transferred to it. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of or the person entitled by transmission to the share. In the case of uncertificated shares the Board may exercise any power conferred on it by Article 19.5 (Forfeiture and sale) to effect a transfer of the shares. The Company may, if the Board considers it just and equitable to do so, receive the consideration (if any) given for the share on its disposal.	is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.	~~Subject to the provisions of the Acts, any such share may be sold, re-allotted or otherwise disposed of either to the person who was before forfeiture its holder or entitled to it or to any other person on such terms and in such manner as the Board shall determine and, in the case of re-allotment, whether with or without all or any part of the amount previously paid up on the share being treated as so paid up. The Board may, for the purposes of the disposal in the case of certificated shares, authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the Register notwithstanding the absence of any share certificate being lodged in respect of it and may issue a new certificate to the transferee in respect of certificated shares transferred to it. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of or the person entitled by transmission to the share. In the case of uncertificated shares the Board may exercise any power conferred on it by Article 19.5 (Forfeiture and sale) to effect a transfer of the shares. The Company may, if the Board considers it just and equitable to do so, receive the consideration (if any) given for the share on its disposal.~~ 43.1 If a notice of intended forfeiture is not complied with before the date by which

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		payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
35. Effect of forfeiture A member whose shares have been forfeited shall cease to be a member in respect of the shares forfeited and shall in the case of a certificated share surrender to the Company for cancellation the certificate for such shares. He shall nevertheless be liable (unless payment is waived in whole or in part by the Directors) to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest on them from the date of the forfeiture to the date of payment at the rate at which interest was payable on those amounts before the forfeiture or, if no interest was so payable, at such rate not exceeding 15% per annum as the Board may determine, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) claims, demands and liabilities which the Company might have enforced in respect of the shares at the time of forfeiture without any reduction or allowance for the value of the shares at the time of forfeiture or for any	44 EFFECT OF FORFEITURE 44.1 Subject to the Articles, the forfeiture of a share extinguishes: (a) all interests in that share, and all claims and demands against the Company in respect of it; and (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company. 44.2 Any share which is forfeited in accordance with the Articles: (a) is deemed to have been forfeited when the directors decide that it is forfeited; (b) is deemed to be the property of the Company; and (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.	~~34. Disposal of forfeited shares~~ ~~Every share which shall be forfeited shall thereupon become the property of the Company. The Company shall not exercise any voting rights in respect of such a share. Subject to the provisions of the Acts, any such share may be sold, re-allotted or otherwise disposed of either to the person who was before forfeiture its holder or entitled to it or to any other person on such terms and in such manner as the Board shall determine and, in the case of re-allotment, whether with or without all or any part of the amount previously paid up on the share being treated as so paid up. The Board may, for the purposes of the disposal in the case of certificated shares, authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the Register notwithstanding the absence of any share certificate being lodged in respect of it and may issue a new certificate to the transferee in respect of certificated shares transferred to it. An~~

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consideration received on the disposal.	44.3 If a person's shares have been forfeited: (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members; (b) that person ceases to be a member in respect of those shares; (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation; (d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal. 44.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.	~~instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of or the person entitled by transmission to the share. In the case of uncertificated shares the Board may exercise any power conferred on it by Article 19.5 (Forfeiture and sale) to effect a transfer of the shares. The Company may, if the Board considers it just and equitable to do so, receive the consideration (if any) given for the share on its disposal.~~ 44 EFFECT OF FORFEITURE 44.1 Subject to the Articles, the forfeiture of a share extinguishes: (a) all interests in that share, and all claims and demands against the Company in respect of it; and (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company. 44.2 Any share which is forfeited in accordance with the Articles: (a) is deemed to have been forfeited when the directors decide that it is forfeited; (b) is deemed to be the property of the

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		Company; and (c) may be sold, re-allotted or otherwise disposed of as the directors think fit. 44.3 If a person's shares have been forfeited: (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members; (b) that person ceases to be a member in respect of those shares; (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation; (d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

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		44.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.
36. Extinction of claims The forfeiture of a share shall include all dividends and other payments or distributions declared in respect of the forfeited shares and not paid or distributed before forfeiture.	44 EFFECT OF FORFEITURE 44.1 Subject to the Articles, the forfeiture of a share extinguishes: (a) all interests in that share, and all claims and demands against the Company in respect of it; and (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company. 44.2 Any share which is forfeited in accordance with the Articles: (a) is deemed to have been forfeited when the directors decide that it is forfeited; (b) is deemed to be the property of the Company; and (c) may be sold, re-allotted or otherwise disposed of as the directors think fit. 44.3 If a person's shares have been	~~36.~~44 ~~Extinction of claims~~EFFECT OF FORFEITURE ~~The forfeiture of a share shall include all dividends and other payments or distributions declared in respect of the forfeited shares and not paid or distributed before forfeiture.~~ 44.1 Subject to the Articles, the forfeiture of a share extinguishes: (a) all interests in that share, and all claims and demands against the Company in respect of it; and (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company. 44.2 Any share which is forfeited in accordance with the Articles: (a) is deemed to have been forfeited when the directors decide that it is forfeited;

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	forfeited: (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members; (b) that person ceases to be a member in respect of those shares; (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation; (d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal. 44.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.	(b) is deemed to be the property of the Company; and (c) may be sold, re-allotted or otherwise disposed of as the directors think fit. 44.3 If a person's shares have been forfeited: (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members; (b) that person ceases to be a member in respect of those shares; (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation; (d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their

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		disposal. 44.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.
37. Evidence of forfeiture A statutory declaration by a Director or the Secretary that a share has been forfeited in pursuance of these Articles and stating the date on which it was forfeited shall as against all persons claiming to be entitled to the share adversely to its forfeiture, be conclusive evidence of the facts stated in it. The declaration, together with the receipt of the Company for the consideration (if any) given for the share on its sale or disposition and a certificate for the share delivered to the person to whom it is sold or disposed of, shall (subject if necessary to the execution of an instrument of transfer) constitute a good title to the share. Subject to the execution of any necessary transfer in the case of a certificated share, such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money or other consideration (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to	45 PROCEDURE FOLLOWING FORFEITURE 45.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer. 45.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been forfeited on a specified date: (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share. 45.3 A person to whom a forfeited share is transferred is not bound to see to the	~~37.~~45 ~~Evidence of forfeiture~~PROCEDURE FOLLOWING FORFEITURE ~~A statutory declaration by a Director or the Secretary that a share has been forfeited in pursuance of these Articles and stating the date on which it was forfeited shall as against all persons claiming to be entitled to the share adversely to its forfeiture, be conclusive evidence of the facts stated in it. The declaration, together with the receipt of the Company for the consideration (if any) given for the share on its sale or disposition and a certificate for the share delivered to the person to whom it is sold or disposed of, shall (subject if necessary to the execution of an instrument of transfer) constitute a good title to the share. Subject to the execution of any necessary transfer in the case of a certificated share, such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money or other~~

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or connected with the proceedings in reference to the forfeiture or disposal of the share. Such person shall not (except by express agreement with the Company) become entitled to any dividend which might have accrued on the share before the completion of the sale or disposition thereof.	application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share. 45.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission and any expenses and interest on late payment payable under Article 41, and excluding any amount which: (a) was, or would have become, payable in respect of that share at the time of the relevant call notice; and (b) had not, when that share was forfeited, been paid by that person in respect of that share; but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.	~~consideration (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or disposal of the share. Such person shall not (except by express agreement with the Company) become entitled to any dividend which might have accrued on the share before the completion of the sale or disposition thereof.~~ 45.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer. 45.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been forfeited on a specified date: (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share. 45.3 A person to whom a forfeited share is transferred is not bound to see to the

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		application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share. 45.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission and any expenses and interest on late payment payable under Article 41, and excluding any amount which: (a) was, or would have become, payable in respect of that share at the time of the relevant call notice; and (b) had not, when that share was forfeited, been paid by that person in respect of that share; but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.
38. Form of transfer Each member may transfer all or any of his shares, in the case of certificated shares, by instrument of transfer in writing in any usual form or in any form approved by the Board, or, in the case of uncertificated shares, without a	32 SHARE TRANSFERS 32.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if any of the shares is not fully	~~38.~~32 ~~Form of transfer~~SHARE TRANSFERS ~~Each member may transfer all or any of his shares, in the case of certificated shares, by~~32.1 Shares may be transferred by means of an instrument of transfer in ~~writing~~

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written instrument in accordance with the Uncertificated Regulations. Any written instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect of it.	paid, the transferee. 32.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share. 32.3 The Company may retain any instrument of transfer which is registered. 32.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it. 32.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee as soon as practicable and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal. 32.6 The directors will not be required to return the instrument of transfer if they suspect that it may be fraudulent. 32.7 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is: (a) to any bank or institution to which such shares have been mortgaged or charged by	~~in~~ any usual form or ~~in~~ any other form approved by the ~~Board, or, in the case of uncertificated shares, without a written instrument in accordance with the Uncertificated Regulations. Any written instrument shall be~~directors, which is executed by or on behalf of the transferor and ~~(in the case of a transfer of a share which~~, if any of the shares is not fully paid ~~up) by or on behalf of~~, the transferee. 32.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share. 32.3 The Company may retain any instrument of transfer which is registered. 32.4 The transferor ~~shall be deemed to remain~~remains the holder of ~~such~~a share until the transferee's name ~~of the transferee~~ is entered in the ~~Register in respect~~register of members as holder of it. 32.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee as soon as practicable and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal. 32.6 The directors will not be required to

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	way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a 'Secured Institution'), or to any nominee of such Secured Institution; (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; (c) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or (d) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security, and furthermore, notwithstanding anything to the contrary contained in these Articles: (e) no transferor or proposed transferor of any shares in the Company to a Secured Institution or to its nominee; (f) no Secured Institution or its nominee; and (g) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee, shall be required to offer the shares which are	return the instrument of transfer if they suspect that it may be fraudulent. 32.7 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is: (a) to any bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a 'Secured Institution'), or to any nominee of such Secured Institution; (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; (c) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or (d) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security, and furthermore, notwithstanding anything

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	or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.	to the contrary contained in these Articles: (e) no transferor or proposed transferor of any shares in the Company to a Secured Institution or to its nominee; (f) no Secured Institution or its nominee; and (g) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee, shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.
39. Right to refuse registration 39.1 Registration of certificated share transfer The Board may in its absolute discretion refuse to register any transfer of a certificated share unless it is: (a) in respect of a share which is fully paid up;	32 SHARE TRANSFERS 32.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if any of the shares is not fully paid, the transferee. 32.2 No fee may be charged for registering any instrument of transfer or other document	32 SHARE TRANSFERS 32.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if any of the shares is not fully paid, the transferee. 32.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the

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(b) in respect of a share on which the Company has no lien; (c) in respect of only one class of shares; (d) in favour of a single transferee or not more than four joint transferees; (e) duly stamped (if so required); and (f) delivered for registration to the Office, or such other place as the Board may from time to time determine, accompanied (except in the case of a transfer by a financial institution where a certificate has not been issued) by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove the title of the transferor and the due execution by him of the transfer or if the transfer is executed by some other person on his behalf, the authority of that person to do so, provided that such discretion may not be exercised in such a way as to prevent dealings in such shares from taking place on an open and proper basis. 39.2 Registration of an uncertificated share transfer The Board shall register a transfer of title to any uncertificated share or the renunciation or transfer of any renounceable right of allotment of a share which is a Participating Security held in uncertificated form in accordance with	relating to or affecting the title to any share. 32.3 The Company may retain any instrument of transfer which is registered. 32.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it. 32.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee as soon as practicable and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal. 32.6 The directors will not be required to return the instrument of transfer if they suspect that it may be fraudulent. 32.7 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is: (a) to any bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a 'Secured Institution'), or to any	title to any share. 32.3 The Company may retain any instrument of transfer which is registered. 32.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it. 32.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee as soon as practicable and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal. 32.6 The directors will not be required to return the instrument of transfer if they suspect that it may be fraudulent. 32.7 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is: (a) to any bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a

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the Uncertificated Regulations, except that the Board may refuse (subject to any relevant requirements applicable to the recognised investment exchange(s) to which the shares of the Company are admitted (or to any other stock exchange on which the Company's shares are normally traded)) to register any such transfer or renunciation which is in favour of more than 4 persons jointly or in any other circumstance permitted by the Uncertificated Regulations. 39.3 Transfers to minors, bankrupts or mentally disordered persons No transfer of any share shall be made: (a) to a minor; or (b) to a bankrupt; or (c) to any person who is, or may be, suffering from mental disorder and either: (i) has been admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar statute relating to mental health (whether in the United Kingdom or elsewhere); or (ii) an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning	nominee of such Secured Institution; (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; (c) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or (d) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security, and furthermore, notwithstanding anything to the contrary contained in these Articles: (e) no transferor or proposed transferor of any shares in the Company to a Secured Institution or to its nominee; (f) no Secured Institution or its nominee; and (g) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee, shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such	'Secured Institution'), or to any nominee of such Secured Institution; ~~39. Right to refuse registration~~ ~~39.1 Registration of certificated share transfer~~ ~~The Board may in its absolute discretion refuse to register any transfer of a certificated share unless it is:~~ ~~(a) in respect of a share which is fully paid up;~~ ~~(b) in respect of a share on which the Company has no lien;~~ ~~(c) in respect of only one class of shares;~~ ~~(d) in favour of a single transferee or not more than four joint transferees;~~ ~~(e) duly stamped (if so required); and~~ ~~(f) delivered for registration to the Office, or such other place as the Board may from time to time determine, accompanied (except in the case of a transfer by a financial institution where a certificate has not been issued) by the certificate for the shares to which it relates and such other evidence as the Board may~~

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mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, and the Directors shall refuse to register the purported transfer of a share to any such person.	member shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.	~~reasonably require to prove the title of the transferor and the due execution by him of the transfer or if the transfer is executed by some other person on his behalf, the authority of that person to do so, provided that such discretion may not be exercised in such a way as to prevent dealings in such shares from taking place on an open and proper basis.~~ ~~39.2 Registration of an uncertificated share transfer~~ ~~The Board shall register a transfer of title to any uncertificated share or the renunciation or transfer of any renounceable right of allotment of a share which is a Participating Security held in uncertificated form in accordance with the Uncertificated Regulations, except that the Board may refuse (subject to any relevant requirements applicable to the recognised investment exchange(s) to which the shares of the Company are admitted (or to any other stock exchange on which the Company's shares are normally traded)) to register any such transfer or renunciation which is in favour of more than 4 persons jointly or in any other circumstance permitted by the Uncertificated Regulations.~~ ~~39.3 Transfers to minors, bankrupts or mentally disordered persons~~

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		~~No transfer of any share shall be made:~~ ~~(a) to a minor; or~~ (b) ~~to a bankrupt; or~~delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; (c) ~~to any person who is, or may be, suffering from mental disorder and either:~~executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or ~~(i) has been admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar statute relating to mental health (whether in the United Kingdom or elsewhere); or~~ ~~(ii) an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs,~~ ~~and the Directors shall refuse to register the purported transfer of a share to any such person.~~

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		(d) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security, and furthermore, notwithstanding anything to the contrary contained in these Articles: (e) no transferor or proposed transferor of any shares in the Company to a Secured Institution or to its nominee; (f) no Secured Institution or its nominee; and (g) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee, shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.
40. Notice of and reasons for refusal If the Board refuses to register a transfer of a share it shall, within 2 months after the date on which the transfer was lodged with the Company, send notice of the refusal to the	32 SHARE TRANSFERS 32.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the	~~40. Notice of and reasons for refusal~~ ~~If the Board refuses to register a transfer of a share it shall, within 2 months after the date on which the transfer was lodged with the Company, send notice of the refusal to~~

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transferee together with its reasons for the refusal. Any instrument of transfer which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.	transferor and, if any of the shares is not fully paid, the transferee. 32.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share. 32.3 The Company may retain any instrument of transfer which is registered. 32.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it. 32.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee as soon as practicable and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal. 32.6 The directors will not be required to return the instrument of transfer if they suspect that it may be fraudulent. 32.7 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is: (a) to any bank or institution to which such	~~the transferee together with its reasons for the refusal. Any instrument of transfer which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.~~ 32 SHARE TRANSFERS 32.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if any of the shares is not fully paid, the transferee. 32.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share. 32.3 The Company may retain any instrument of transfer which is registered. 32.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it. 32.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee as soon as practicable

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	shares have been mortgaged or charged by way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a 'Secured Institution'), or to any nominee of such Secured Institution; (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; (c) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or (d) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security, and furthermore, notwithstanding anything to the contrary contained in these Articles: (e) no transferor or proposed transferor of any shares in the Company to a Secured Institution or to its nominee; (f) no Secured Institution or its nominee; and (g) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee,	and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal. 32.6 The directors will not be required to return the instrument of transfer if they suspect that it may be fraudulent. 32.7 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is: (a) to any bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a 'Secured Institution'), or to any nominee of such Secured Institution; (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; (c) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or (d) executed by a receiver or manager appointed by or on behalf of any Secured

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	shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.	Institution or its nominee, under any such security, and furthermore, notwithstanding anything to the contrary contained in these Articles: (e) no transferor or proposed transferor of any shares in the Company to a Secured Institution or to its nominee; (f) no Secured Institution or its nominee; and (g) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee, shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.
41. No fees on registration No fee shall be charged for registration of a transfer or on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other instrument relating to or affecting the title to any shares or otherwise for making any entry	32 SHARE TRANSFERS 32.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if any of the shares is not fully	~~41. No fees on registration~~ 32 SHARE TRANSFERS 32.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on

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in the Register affecting the title to any shares.	paid, the transferee. 32.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share. 32.3 The Company may retain any instrument of transfer which is registered. 32.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it. 32.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee as soon as practicable and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal. 32.6 The directors will not be required to return the instrument of transfer if they suspect that it may be fraudulent. 32.7 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is: (a) to any bank or institution to which such shares have been mortgaged or charged by	behalf of the transferor and, if any of the shares is not fully paid, the transferee. 32.2 No fee ~~shall~~may be charged for ~~registration of a transfer or on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other instrument~~registering any instrument of transfer or other document relating to or affecting the title to any ~~shares or otherwise for making any entry in the Register affecting the title to any shares~~share. 32.3 The Company may retain any instrument of transfer which is registered. 32.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it. 32.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee as soon as practicable and, in any case, within two months of it being lodged, together with the notice of refusal giving reasons for the refusal. 32.6 The directors will not be required to return the instrument of transfer if they suspect that it may be fraudulent.

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	way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a 'Secured Institution'), or to any nominee of such Secured Institution; (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; (c) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or (d) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security, and furthermore, notwithstanding anything to the contrary contained in these Articles: (e) no transferor or proposed transferor of any shares in the Company to a Secured Institution or to its nominee; (f) no Secured Institution or its nominee; and (g) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee, shall be required to offer the shares which are	32.7 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is: (a) to any bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a 'Secured Institution'), or to any nominee of such Secured Institution; (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; (c) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or (d) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security, and furthermore, notwithstanding anything to the contrary contained in these Articles: (e) no transferor or proposed transferor of any shares in the Company to a Secured

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	or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.	Institution or to its nominee; (f) no Secured Institution or its nominee; and (g) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee, shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.
42. On death If a member dies, the survivors or survivor where he was a joint holder and his executors or administrators where he was a sole or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares. Nothing in these Articles shall release the estate of a deceased member from any liability in respect of any share which has been solely or jointly held by him.	None	~~42. On death~~ ~~If a member dies, the survivors or survivor where he was a joint holder and his executors or administrators where he was a sole or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares. Nothing in these Articles shall release the estate of a deceased member from any liability in respect of any share which has been solely or jointly held by him.~~
43. Election of person entitled by transmission	33 Transmission Of Shares 33.1 If title to a share passes to a	~~43. Election of person entitled by transmission~~

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Any person entitled to a share by transmission, may, on such evidence as to his title being produced as the Board may reasonably require, elect either to become registered as a member or to have some person nominated by him registered as a member. If he elects to become registered himself he shall give written notice signed by him to the Company to that effect. If he elects to have some other person registered he shall, in the case of a certificated share, execute an instrument of transfer of such shares to that person and, in the case of an uncertificated share, either procure that all appropriate instructions are given by means of the Uncertificated System to effect the transfer of such share to such person or change the uncertificated share to certificated form and then execute an instrument of transfer of such share to such person. All the provisions of these Articles relating to the transfer of shares shall apply to the notice, instrument of transfer or instructions (as the case may be) as if it were an instrument of transfer executed or instructions given by the member and his death, bankruptcy or other event had not occurred and any notice or transfer were executed by such member. Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall, within 2 months after proof, cause the entitlement of that person to be noted in the	transmittee, the Company may only recognise the transmittee as having any title to that share. 33.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require: (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had; provided that the transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares. 34 EXERCISE OF TRANSMITTEES' RIGHTS 34.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish. 34.2 If the transmittee wishes to have a	~~Any person entitled to a share by transmission, may, on such evidence as to his title being produced as the Board may reasonably require, elect either to become registered as a member or to have some person nominated by him registered as a member. If he elects to become registered himself he shall give written notice signed by him to the Company to that effect. If he elects to have some other person registered he shall, in the case of a certificated share, execute an instrument of transfer of such shares to that person and, in the case of an uncertificated share, either procure that all appropriate instructions are given by means of the Uncertificated System to effect the transfer of such share to such person or change the uncertificated share to certificated form and then execute an instrument of transfer of such share to such person. All the provisions of these Articles relating to the transfer of shares shall apply to the notice, instrument of transfer or instructions (as the case may be) as if it were an instrument of transfer executed or instructions given by the member and his death, bankruptcy or other event had not occurred and any notice or transfer were executed by such member. Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the~~

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Register.	share transferred to another person, the transmittee must execute an instrument of transfer in respect of it. 34.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.	~~Board shall, within 2 months after proof, cause the entitlement of that person to be noted in the Register.~~ 33 Transmission Of Shares 33.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share. 33.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require: (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had; provided that the transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares. 34 EXERCISE OF TRANSMITTEES'

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		RIGHTS 34.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish. 34.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it. 34.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.
44. Rights on transmission Where a person is entitled to a share by transmission, the rights of the holder in relation to such share shall cease. However, the person so entitled may give a good discharge for any dividends and other moneys payable in respect of it and shall have the same rights to which he would be entitled if he were the holder of the share except that he shall not before he is registered as the holder of the share be entitled in respect of it to give notice of or to attend or vote at any meeting of the Company or at any separate meeting of the	34 EXERCISE OF TRANSMITTEES' RIGHTS 34.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish. 34.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it. 34.3 Any transfer made or executed under	~~43. Election of person entitled by transmission~~ ~~Any person entitled to a share by transmission, may, on such evidence as to his title being produced as the Board may reasonably require, elect either to become registered as a member or to have some person nominated by him registered as a member. If he elects to become registered himself he shall give written notice signed by him to the Company to that effect. If he elects to have some other person registered he shall, in the case of a certificated share,~~

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holders of any class of shares of the Company. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share. If the notice is not complied with within 60 days the Board may thereafter withhold payment of all dividends and other moneys payable in respect of such share until the requirements of the notice have been complied with.	this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.	~~execute an instrument of transfer of such shares to that person and, in the case of an uncertificated share, either procure that all appropriate instructions are given by means of the Uncertificated System to effect the transfer of such share to such person or change the uncertificated share to certificated form and then execute an instrument of transfer of such share to such person. All the provisions of these Articles relating to the transfer of shares shall apply to the notice, instrument of transfer or instructions (as the case may be) as if it were an instrument of transfer executed or instructions given by the member and his death, bankruptcy or other event had not occurred and any notice or transfer were executed by such member. Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall, within 2 months after proof, cause the entitlement of that person to be noted in the Register.~~ 34 EXERCISE OF TRANSMITTEES' RIGHTS 34.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in

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		writing of that wish. 34.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it. 34.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.
45. Annual general meetings 45.1 Board determination of place and time of annual general meeting Subject to the provisions of the Acts, annual general meetings shall be held at such time and place as the Board may determine. The Board shall determine in relation to each annual general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the annual general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place anywhere in the world determined by it, and by means of electronic facility or facilities determined by it.	None	~~45. Annual general meetings~~ ~~45.1 Board determination of place and time of annual general meeting~~ ~~Subject to the provisions of the Acts, annual general meetings shall be held at such time and place as the Board may determine. The Board shall determine in relation to each annual general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the annual general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place anywhere in the world determined by it, and by means of electronic facility or facilities determined by~~

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		~~it.~~
46. Convening of general meetings The Board may convene a general meeting whenever it thinks fit. A general meeting shall also be convened by the Board on a member's requisition in accordance with Sections 303 and 304 of the 2006 Act or, in default, may be convened by the members requisitioning such meeting in accordance with Section 305 of the 2006 Act. At any general meeting convened no business shall be transacted except that proposed by the Board or by the members (as the case may be). The Board shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place anywhere in the world determined by it, and by means of electronic facility or facilities determined by it.	55 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS 55.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting. 55.2 A person is able to exercise the right to vote at a general meeting when: (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting. 55.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. 55.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same	~~46.~~55 ~~Convening of general meetings~~ATTENDANCE AND SPEAKING AT GENERAL MEETINGS ~~The Board may convene a general meeting whenever it thinks fit. A general meeting shall also be convened by the Board on a member's requisition in accordance with Sections 303 and 304~~ ~~of the 2006 Act or, in default, may be convened by the members requisitioning such meeting in accordance with Section 305 of the 2006 Act. At any general meeting convened no business shall be transacted except that proposed by the Board or by the members (as the case may be). The Board shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place anywhere in the world determined by it, and by means of electronic facility or facilities determined by it.~~ 55.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during

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	place as each other. 55.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.	the meeting, any information or opinions which that person has on the business of the meeting. 55.2 A person is able to exercise the right to vote at a general meeting when: (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting. 55.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. 55.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other. 55.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise

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		them.
47. Simultaneous attendance and participation by electronic facilities The Board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation by means of an electronic facility or facilities and determine the means, or all different means, of attendance and participation used in relation to a meeting. The members present personally or by proxy by means of an electronic facility or facilities shall be counted in the quorum for, and entitled to participate in, the meeting in question. That meeting shall be duly constituted and its proceedings valid if the Chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including by means of electronic facility or facilities) are able to: (a) participate in the business for which the meeting has been convened; (b) hear all persons who speak at the meeting; and (c) be heard by all other persons present at the meeting. The right of a member to participate in the	55 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS 55.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting. 55.2 A person is able to exercise the right to vote at a general meeting when: (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting. 55.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. 55.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same	55 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS 55.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting. 55.2 A person is able to exercise the right to vote at a general meeting when: ~~47. Simultaneous attendance and participation by electronic facilities~~ ~~The Board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation by means of an electronic facility or facilities and determine the means, or all different means, of attendance and participation used in relation to a meeting. The members present personally or by proxy by means of an electronic facility or facilities shall be counted in the quorum for, and entitled to participate in, the meeting in question. That meeting shall be duly constituted and its proceedings valid if the Chairman of the meeting is satisfied that adequate facilities~~

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business of any general meeting by the means of electronic facility or facilities shall include without limitation the right to speak, vote on a poll, be represented by a proxy and have access (including electronic access) to all documents which are required by the Acts or these articles to be made available at the meeting.	place as each other. 55.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.	~~are available throughout the meeting to ensure that members attending the meeting by all means (including by means of electronic facility or facilities) are able to:~~ ~~(a) participate in the business for which the meeting has been convened;~~ (~~b~~a) ~~hear all persons who speak~~that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and ~~(c) be heard by all other persons present at the meeting.~~ ~~The right of a member to participate in the business of any general meeting by the means of electronic facility or facilities shall include without limitation the right to speak, vote on a poll, be represented by a proxy and have access (including electronic access) to all documents which are required by the Acts or these articles to be made available at the meeting.~~ (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting. 55.3 The directors may make whatever arrangements they consider appropriate to

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		enable those attending a general meeting to exercise their rights to speak or vote at it. 55.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other. 55.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
48. Notice of general meetings 48.1 Length of notice A general meeting of the Company (other than an adjourned meeting) shall be called by notice of: (a) in the case of an annual general meeting, at least 21 clear days; and (b) in any other case, at least 14 clear days. 48.2 Short notice Subject to the provisions of the Acts, and notwithstanding that it is convened by shorter	None	~~48. Notice of general meetings~~ ~~48.1 Length of notice~~ ~~A general meeting of the Company (other than an adjourned meeting) shall be called by notice of:~~ ~~(a) in the case of an annual general meeting, at least 21 clear days; and~~ ~~(b) in any other case, at least 14 clear days.~~ ~~48.2 Short notice~~ ~~Subject to the provisions of the Acts, and notwithstanding that it is convened by~~

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notice than that specified in Article 48.1 (Length of notice), a general meeting shall be deemed to have been duly convened if it is so agreed: (a) in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and (b) in the case of any other general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 95% in nominal value of the shares giving that right (excluding any shares in the Company held as treasury shares). 48.3 Form and content of notice Every notice convening a general meeting shall specify: (a) whether the meeting shall be a physical only meeting or a simultaneous physical and electronic meeting; (b) the place, the date and the time of the meeting and, if applicable, the time, date and electronic facility for the meeting, which electronic facility may vary from time to time and from meeting to meeting as the Board, in its sole discretion sees fit; (c) the general nature of the business to		~~shorter notice than that specified in Article 48.1 (Length of notice), a general meeting shall be deemed to have been duly convened if it is so agreed:~~ ~~(a) in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and~~ ~~(b) in the case of any other general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 95% in nominal value of the shares giving that right (excluding any shares in the Company held as treasury shares).~~ ~~48.3 Form and content of notice~~ ~~Every notice convening a general meeting shall specify:~~ ~~(a) whether the meeting shall be a physical only meeting or a simultaneous physical and electronic meeting;~~ ~~(b) the place, the date and the time of the meeting and, if applicable, the time, date and electronic facility for the meeting, which electronic facility may vary from time to time and from meeting to meeting as the Board, in its sole discretion sees fit;~~

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be dealt with at the meeting; (d) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution; (e) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a member may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him) and shall also specify any more extensive rights (if any) conferred by these Articles to appoint more than one proxy; and (f) in the case of notice convening an annual general meeting only, the notice shall specify that the meeting will be an annual general meeting. 48.4 Manner in which notice to be given Subject to the provisions of these Articles, notice of a general meeting of the Company may be given: (a) in hard copy form;		~~(c) the general nature of the business to be dealt with at the meeting;~~ ~~(d) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution;~~ ~~(e) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a member may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him) and shall also specify any more extensive rights (if any) conferred by these Articles to appoint more than one proxy; and~~ ~~(f) in the case of notice convening an annual general meeting only, the notice shall specify that the meeting will be an annual general meeting.~~ ~~48.4 Manner in which notice to be given~~ ~~Subject to the provisions of these Articles, notice of a general meeting of the Company may be given:~~

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(b) in electronic form; or (c) by means of a website or partly by one such means and partly by another and the provisions of Articles 155 to 163 (inclusive) (Communications) shall apply accordingly. 48.5 Sending documents relating to meetings in electronic form Subject to any conditions or limitations specified in the notice, where the Company has given an electronic address in a notice calling a meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address. 48.6 Publication of notice of meeting on website If (to the extent permitted by these Articles, the Acts or otherwise) the Company gives notice of a meeting by means of a website, it shall notify each member of the presence of the notice on the website and such notification shall (in addition to any other notification requirements regarding communication by means of a website provided pursuant to Article 157.4 (Notification of availability on website), by the Acts or otherwise): (a) state that it concerns a notice of a		~~(a) in hard copy form;~~ ~~(b) in electronic form; or~~ ~~(c) by means of a website~~ ~~or partly by one such means and partly by another and the provisions of Articles 155 to 163 (inclusive) (Communications) shall apply accordingly.~~ ~~48.5 Sending documents relating to meetings in electronic form~~ ~~Subject to any conditions or limitations specified in the notice, where the Company has given an electronic address in a notice calling a meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address.~~ ~~48.6 Publication of notice of meeting on website~~ ~~If (to the extent permitted by these Articles, the Acts or otherwise) the Company gives notice of a meeting by means of a website, it shall notify each member of the presence of the notice on the website and such notification shall (in addition to any other notification requirements regarding communication by means of a website provided pursuant to Article 157.4~~

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company meeting; (b) specify the place, date and time of the meeting; and (c) state whether the meeting will be an annual general meeting, and the notice of the meeting shall be available on the website throughout the period beginning with the date of the notification and ending with the conclusion of the meeting. 48.7 Entitlement to receive notice The notice shall be given to the members (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the Directors and to the Auditors and if more than one for the time being, to each of them.		~~(Notification of availability on website), by the Acts or otherwise):~~ ~~(a) state that it concerns a notice of a company meeting;~~ ~~(b) specify the place, date and time of the meeting; and~~ ~~(c) state whether the meeting will be an annual general meeting,~~ ~~and the notice of the meeting shall be available on the website throughout the period beginning with the date of the notification and ending with the conclusion of the meeting.~~ ~~48.7 Entitlement to receive notice~~ ~~The notice shall be given to the members (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the Directors and to the Auditors and if more than one for the time being, to each of them.~~
49. Accidental failure to give notice of resolution or meeting The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of	None	~~49. Accidental failure to give notice of resolution or meeting~~ ~~The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice,~~

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proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.		~~an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.~~
50. Quorum No business shall be transacted at any general meeting unless a quorum is present but the absence of a quorum shall not preclude the choice or appointment of a Chairman which shall not be treated as part of the business of the meeting. Subject to the provisions of Article 15 (Class meetings) and Article 51 (If quorum not present), two persons entitled to attend and to vote on the business to be transacted, each being a member present in person or a proxy for a member, shall be a quorum.	56 QUORUM FOR GENERAL MEETINGS 56.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum in accordance with section 318 of Companies Act 2006.	~~50.~~56 ~~Quorum~~QUORUM FOR GENERAL MEETINGS ~~No business shall be transacted at any general meeting unless a quorum is present but the absence of a quorum shall not preclude the choice or appointment of a Chairman which shall not be treated as part of the business of the meeting. Subject to the provisions of Article 15 (Class meetings) and Article 51 (If quorum not present), two persons entitled to attend and to vote on the business to be transacted, each being a member present in person or a proxy for a member, shall be a quorum.~~ No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum in accordance with section 318 of Companies Act 2006.

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51. If quorum not present If within 15 minutes (or such longer interval not exceeding one hour as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. Subject to the provisions of the Acts, in any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Chairman (or, in default, the Board) may determine, being not less than 7 nor more than 28 days thereafter. If, at such adjourned meeting, a quorum is not present within 15 minutes from the time appointed for holding the meeting, one member present in person or by proxy shall be a quorum. If no such quorum is present or, if during the adjourned meeting a quorum ceases to be present, the adjourned meeting shall be dissolved.	56 QUORUM FOR GENERAL MEETINGS 56.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum in accordance with section 318 of Companies Act 2006.	56 QUORUM FOR GENERAL MEETINGS No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum in accordance with section 318 of Companies Act 2006. ~~51. If quorum not present~~ ~~If within 15 minutes (or such longer interval not exceeding one hour as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. Subject to the provisions of the Acts, in any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Chairman (or, in default, the Board) may determine, being not less than 7 nor more than 28 days thereafter. If, at such adjourned meeting, a quorum is not present within 15 minutes from the time appointed for holding the meeting, one member present in person or by proxy shall be a quorum. If no such quorum is present or, if during the adjourned meeting a quorum~~

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		~~ceases to be present, the adjourned meeting shall be dissolved.~~
52. Security and meeting place arrangements 52.1 Searches The Board may direct that members or proxies or duly authorised representatives wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to such general meeting to any member, proxy or duly authorised representative who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions. 52.2 Inadequate meeting place If it appears to the Chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate facilities are available to ensure that any member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and	None	~~52. Security and meeting place arrangements~~ ~~52.1 Searches~~ ~~The Board may direct that members or proxies or duly authorised representatives wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to such general meeting to any member, proxy or duly authorised representative who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.~~ ~~52.2 Inadequate meeting place~~ ~~If it appears to the Chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate facilities are available to ensure that any member who is unable to be accommodated is~~

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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 to be heard and seen by all other persons so present in the same manner. 52.3 Electronic security If a meeting is held simultaneously by means of electronic facility or facilities, the Board (and, at a general meeting, the Chairman) may make any arrangement and impose any requirement or restriction that is: (a) necessary to ensure the identification of those taking part and the security of the electronic communication; and (b) proportionate to the achievement of those objectives.		~~nonetheless able to participate in the business for which the meeting has been convened and to 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 to be heard and seen by all other persons so present in the same manner.~~ ~~52.3 Electronic security~~ ~~If a meeting is held simultaneously by means of electronic facility or facilities, the Board (and, at a general meeting, the Chairman) may make any arrangement and impose any requirement or restriction that is:~~ ~~(a) necessary to ensure the identification of those taking part and the security of the electronic communication; and~~ ~~(b) proportionate to the achievement of those objectives.~~
53. Chairman The Chairman of the Board shall preside as Chairman at every general meeting of the Company. If there be no such Chairman or if at	57 CHAIRING GENERAL MEETINGS 57.1 If the directors have appointed a chairman, the chairman shall chair general	~~53.~~57 ~~Chairman~~CHAIRING GENERAL MEETINGS ~~The Chairman of the Board shall preside as Chairman at every general meeting of the~~

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any meeting he shall not be present within 15 minutes after the time appointed for holding the meeting or shall be unwilling to act as Chairman, the Deputy Chairman (if any) shall, if present and willing to act, preside as Chairman at such meeting. If no Chairman or Deputy Chairman shall be so present and willing to act, the Directors present shall choose one of their number to act or, if there be only one Director present, he shall be Chairman if willing to act. If no Director is willing to act as Chairman of the meeting or, if no Director is present within 15 minutes of the time appointed for holding the meeting, a member may be elected to be the Chairman of such meeting by ordinary resolution of the Company passed at the meeting.	meetings if present and willing to do so. 57.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start: (a) the directors present; or (b) (if no directors are present), the meeting, must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting. 57.3 The person chairing a meeting in accordance with this Article is referred to as 'the chairman of the meeting'.	~~Company. If there be no such Chairman or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the meeting or shall be unwilling to act as Chairman, the Deputy Chairman (if any) shall, if present and willing to act, preside as Chairman at such meeting. If no Chairman or Deputy Chairman shall be so present and willing to act, the Directors present shall choose one of their number to act or, if there be only one Director present, he shall be Chairman if willing to act. If no Director is willing to act as Chairman of the meeting or, if no Director is present within 15 minutes of the time appointed for holding the meeting, a member may be elected to be the Chairman of such meeting by ordinary resolution of the Company passed at the meeting.~~ 57.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so. 57.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start: (a) the directors present; or (b) (if no directors are present), the

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		meeting. must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting. 57.3 The person chairing a meeting in accordance with this Article is referred to as 'the chairman of the meeting'.
54. Director may attend and speak A Director shall notwithstanding that he is not a member be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company. The Chairman may invite any person to attend and speak at any general meeting of the Company whom the Chairman considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting.	55 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS 55.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting. 55.2 A person is able to exercise the right to vote at a general meeting when: (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the	55 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS 55.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting. 55.2 A person is able to exercise the right to vote at a general meeting when: (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending

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	meeting. 55.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. 55.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other. 55.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. 58 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS 58.1 Directors may attend and speak at general meetings, whether or not they are shareholders. 58.2 The chairman of the meeting may permit other persons who are not: (a) shareholders of the Company; or (b) otherwise entitled to exercise the rights of shareholders in relation to general	the meeting. 55.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. 55.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other. 55.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. 58 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS ~~54.~~ ~~Director~~58.1 Directors may attend and speak at general meetings, whether or not they are shareholders. ~~A Director shall notwithstanding that he is not a member be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company. The Chairman may invite any person to attend~~

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	meetings, to attend and speak at a general meeting.	~~and speak at any general meeting of the Company whom the Chairman considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting.~~ 58.2 The chairman of the meeting may permit other persons who are not: (a) shareholders of the Company; or (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.
55. Power to adjourn Subject to the provisions of Article 56 (Notice of adjourned meeting) and Article 57 (Business of adjourned meeting), the Chairman of the general meeting may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place and with such other means of attendance and participation as he shall determine (including any electronic facility). However, without prejudice to any other power which he may have under these Articles or at common law the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and	59 ADJOURNMENT 59.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. 59.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if: (a) the meeting consents to an adjournment; or (b) it appears to the chairman of the	~~55.~~59 ~~Power to adjourn~~ADJOURNMENT ~~Subject to the provisions of Article 56 (Notice of adjourned meeting) and Article 57 (Business of adjourned meeting), the Chairman of the general meeting may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place and with such other means of attendance and participation as he shall determine (including any electronic facility). However, without prejudice to any other power which he may have under these Articles or at common law the Chairman may, without the need for the consent of the meeting,~~

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from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting or to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is otherwise properly disposed of or if the electronic facility by which members are enabled to attend and participate in the general meeting has become inadequate for the purposes referred to in Article 47 (Simultaneous attendance and participation by electronic facilities).	meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner. 59.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting. 59.4 When adjourning a general meeting, the chairman of the meeting must: (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting. 59.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given): (a) to the same persons to whom notice of the Company's general meetings is required to be given; and (b) containing the same information which	~~interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting or to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is otherwise properly disposed of or if the electronic facility by which members are enabled to attend and participate in the general meeting has become inadequate for the purposes referred to in Article 47 (Simultaneous attendance and participation by electronic facilities).~~ 59.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. 59.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if: (a) the meeting consents to an adjournment; or (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending

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	such notice is required to contain. 59.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.	the meeting or ensure that the business of the meeting is conducted in an orderly manner. 59.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting. 59.4 When adjourning a general meeting, the chairman of the meeting must: (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting. 59.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given): (a) to the same persons to whom notice of the Company's general meetings is required to be given; and (b) containing the same information

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		which such notice is required to contain. 59.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
56. Notice of adjourned meeting Where a meeting is adjourned for 14 days or more the Board shall fix the date, time and place for the adjourned meeting (and the means of attendance and participation) and at least 7 clear days' notice, specifying the place, the date and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.	59 ADJOURNMENT 59.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. 59.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if: (a) the meeting consents to an adjournment; or (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner. 59.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.	~~56. Notice of adjourned meeting~~ ~~Where a meeting is adjourned for 14 days or more the Board shall fix the date, time and place for the adjourned meeting (and the means of attendance and participation) and at least 7 clear days' notice, specifying the place, the date and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.~~ 59 ADJOURNMENT 59.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. 59.2 The chairman of the meeting may

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	59.4 When adjourning a general meeting, the chairman of the meeting must: (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting. 59.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given): (a) to the same persons to whom notice of the Company's general meetings is required to be given; and (b) containing the same information which such notice is required to contain. 59.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.	adjourn a general meeting at which a quorum is present if: (a) the meeting consents to an adjournment; or (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner. 59.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting. 59.4 When adjourning a general meeting, the chairman of the meeting must: (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting. 59.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned

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		meeting and the day on which the notice is given): (a) to the same persons to whom notice of the Company's general meetings is required to be given; and (b) containing the same information which such notice is required to contain. 59.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
57. Business of adjourned meeting No business shall be dealt with at any adjourned meeting, the general nature of which was not stated in the notice of the original meeting.	59 ADJOURNMENT 59.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. 59.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if: (a) the meeting consents to an adjournment; or (b) it appears to the chairman of the meeting that an adjournment is necessary to	~~57. Business of adjourned meeting~~ ~~No business shall be dealt with at any adjourned meeting, the general nature of which was not stated in the notice of the original meeting.~~ 59 ADJOURNMENT 59.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. 59.2 The chairman of the meeting may adjourn a general meeting at which a

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	protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner. 59.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting. 59.4 When adjourning a general meeting, the chairman of the meeting must: (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting. 59.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given): (a) to the same persons to whom notice of the Company's general meetings is required to be given; and (b) containing the same information which such notice is required to contain.	quorum is present if: (a) the meeting consents to an adjournment; or (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner. 59.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting. 59.4 When adjourning a general meeting, the chairman of the meeting must: (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting. 59.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is

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	59.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.	given): (a) to the same persons to whom notice of the Company's general meetings is required to be given; and (b) containing the same information which such notice is required to contain. 59.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
58. Method of voting 58.1 Subject to Article 58.2, at any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded. Subject to the provisions of the Acts and the provisions of Article 15 (Class meetings), a poll may be demanded by: (a) the Chairman of the meeting; or (b) not less than 5 members present in person or by proxy having the right to vote on the resolution; or	60 VOTING: GENERAL 60.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. 60.2 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts presently payable to the Company in respect of that share have been paid.	~~58.~~60 ~~Method of voting~~VOTING: GENERAL 60.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. 60.2 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts presently payable to the Company in respect of that share have been paid. ~~58.1 Subject to Article 58.2, at any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless (before or immediately after~~

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(c) a member or members present in person or by proxy representing not less than 10% of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or (d) a member or members present in person or by proxy holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares) and a demand for a poll by a person as proxy for a member counts: (a) for the purposes of paragraph (b) above, as a demand by the member; (b) for the purposes of paragraph (c) above, as a demand by a member representing the voting rights that the proxy is authorised to exercise; and (c) for the purposes of paragraph (d) above, as a demand by a member holding the shares to which those rights are attached.		~~the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded. Subject to the provisions of the Acts and the provisions of Article 15 (Class meetings), a poll may be demanded by:~~ ~~(a) the Chairman of the meeting; or~~ ~~(b) not less than 5 members present in person or by proxy having the right to vote on the resolution; or~~ ~~(c) a member or members present in person or by proxy representing not less than 10% of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or~~ ~~(d) a member or members present in person or by proxy holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares)~~ ~~and a demand for a poll by a person as~~

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58.2 All resolutions put to the members at any general meeting which is held partly by means of an electronic facility or facilities shall be voted on by a poll, which poll votes may be cast by such electronic means as the Board in its sole discretion deems appropriate for the purposes of the meeting.		~~proxy for a member counts:~~ ~~(a) for the purposes of paragraph (b) above, as a demand by the member;~~ ~~(b) for the purposes of paragraph (c) above, as a demand by a member representing the voting rights that the proxy is authorised to exercise; and~~ ~~(c) for the purposes of paragraph (d) above, as a demand by a member holding the shares to which those rights are attached.~~ ~~58.2 All resolutions put to the members at any general meeting which is held partly by means of an electronic facility or facilities shall be voted on by a poll, which poll votes may be cast by such electronic means as the Board in its sole discretion deems appropriate for the purposes of the meeting.~~
59. Chairman's declaration conclusive on show of hands Unless a poll is duly demanded and the demand is not subsequently withdrawn, a declaration by the Chairman of the meeting that a resolution, on a show of hands, has or has not been passed or passed with a particular majority and an entry in respect of such a declaration to that effect in the book containing the minutes of proceedings of the	61 ERRORS AND DISPUTES 61.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. 61.2 Any such objection must be referred to the chairman of the meeting, whose decision is	~~59. Chairman's declaration conclusive on show of hands~~ ~~Unless a poll is duly demanded and the demand is not subsequently withdrawn, a declaration by the Chairman of the meeting that a resolution, on a show of hands, has or has not been passed or passed with a particular majority and an entry in respect of such a declaration to that effect in the book containing the minutes of proceedings of~~

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Company, shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.	final.	~~the Company, shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.~~ 61 ERRORS AND DISPUTES 61.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. 61.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.
60. Objection to error in voting No objection shall be raised to the qualification of any voter or to the counting of or failure to count any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that it is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.	61 ERRORS AND DISPUTES 61.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. 61.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.	~~60.~~61 ~~Objection to error in voting~~ERRORS AND DISPUTES 61.1 No objection ~~shall~~may be raised to the qualification of any ~~voter or to the counting of or failure to count any vote~~person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is ~~given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that it is of sufficient magnitude to vitiate the resolution or may otherwise have affected~~

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		~~the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.~~tendered, and every vote not disallowed at the meeting is valid. 61.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.
61. Amendment to resolutions If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a special resolution no amendment to it (other than a mere clerical amendment to correct a manifest error) may in any event be considered or voted on. In the case of a resolution duly proposed as an ordinary resolution, no amendment to it (other than a mere clerical amendment to correct a manifest error) may be considered or voted upon unless notice of such proposed amendment is given to the Office at least 48 hours prior to the time appointed for holding the relevant meeting or adjourned meeting or (in the absence of any such notice) the Chairman of the meeting in his absolute discretion rules that the amendment is fit for consideration at the meeting.	65 AMENDMENTS TO RESOLUTIONS 65.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if: (a) notice of the proposed amendment is given to the Company 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 (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution. 65.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if: (a) the chairman of the meeting proposes the amendment at the general meeting at	~~61.~~65 ~~Amendment to resolutions~~AMENDMENTS TO RESOLUTIONS ~~If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a special resolution no amendment to it (other than a mere clerical amendment to correct a manifest error) may in any event be considered or voted on. In the case of a resolution duly proposed as an ordinary resolution, no amendment to it (other than a mere clerical amendment to correct a manifest error) may be considered or voted upon unless notice of such proposed amendment is given to the Office at least 48 hours prior to the time appointed for holding the relevant meeting or adjourned meeting or (in the absence of any such notice) the Chairman of the meeting in his absolute~~

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	which the resolution is to be proposed; and (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution. 65.3 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.	~~discretion rules that the amendment is fit for consideration at the meeting.~~ 65.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if: (a) notice of the proposed amendment is given to the Company 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 (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution. 65.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if: (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error

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		in the resolution. 65.3 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.
62. Procedure on a poll 62.1 Timing of poll Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time (either forthwith or not more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded) and at such place, in each case, as the Chairman shall direct. The Chairman 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. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll	62 POLL VOTES 62.1 A poll on a resolution may be demanded: (a) in advance of the general meeting where it is to be put to the vote; or (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared. 62.2 A poll may be demanded by: (a) the chairman of the meeting; or (b) the directors or (c) any member present in person or by proxy or by means of a duly authorised representative who is entitled to vote on the relevant resolution. 62.3 A demand for a poll may be withdrawn	62. ~~Procedure on a poll~~POLL VOTES 62.1 ~~Timing of~~A poll on a resolution may be demanded: ~~Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time (either forthwith or not more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded) and at such place, in each case, as the Chairman shall direct. The Chairman 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. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall~~

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shall be deemed to be the resolution of the meeting at which the poll was demanded. 62.2 Continuance of the meeting The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made. 62.3 Withdrawal of demand for a poll The demand for a poll may before the poll is taken, be withdrawn, but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was made. If a demand is withdrawn, the persons entitled in accordance with Article 58 (Method of voting) may demand a poll. 62.4 Voting on a poll On a poll votes may be given in person or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way. 62.5 Results of poll to be made available on	if: (a) the poll has not yet been taken; and (b) the chairman of the meeting consents to the withdrawal, and a demand so withdrawn will not invalidate the results of a show of hands declared before the demand was made. 62.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.	~~be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.~~ (a) in advance of the general meeting where it is to be put to the vote; or (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared. 62.2 ~~Continuance of the meeting~~A poll may be demanded by: ~~The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.~~ ~~62.3 Withdrawal of demand for a poll~~ ~~The demand for a poll may before the poll is taken, be withdrawn, but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was~~

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website Subject to and in accordance with the provisions of the Acts, where a poll is taken at a general meeting of the Company or at any meeting of the holders of a class of shares in the Company in connection with the variation of the rights attached to such shares, the Company shall make available on a website: (a) the date of the meeting; (b) the text of the resolution, or, as the case may be, a description of the subject matter of the poll; (c) the number of votes case in favour; and (d) the number of votes cast against, and in making such information available on a website the Company shall have regard to the provisions of Section 353 of the 2006 Act.		~~made. If a demand is withdrawn, the persons entitled in accordance with Article 58 (Method of voting) may demand a poll.~~ ~~62.4 Voting on a poll~~ ~~On a poll votes may be given in person or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.~~ ~~62.5 Results of poll to be made available on website~~ ~~Subject to and in accordance with the provisions of the Acts, where a poll is taken at a general meeting of the Company or at any meeting of the holders of a class of shares in the Company in connection with the variation of the rights attached to such shares, the Company shall make available on a website:~~ (a) the ~~date~~chairman of the meeting; or (b) the ~~text of the resolution, or, as the case may be, a description of the subject matter of the poll;~~directors or (c) ~~the number of votes case in favour; and~~any member present in person or by proxy or by means of a duly authorised representative who is entitled to vote on the

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		relevant resolution. ~~(d) the number of votes cast against,~~ ~~and in making such information available on a website the Company shall have regard to the provisions of Section 353 of the 2006 Act.~~
63. Votes of members 63.1 Number of votes Subject to the provisions of the 2006 Act (including, but not limited to Section 323(3) and Section 323(4) of the 2006 Act) and to any special terms as to voting on which any shares may have been issued or may for the time being be held and to any suspension or abrogation of voting rights pursuant to these Articles, at any general meeting: (a) on a vote on a resolution on a show of hands, each member present in person shall have one vote; (b) on a vote on a resolution on a show of hands every proxy present who has been duly appointed by one or more members entitled to vote on the resolution shall have one vote, provided that on a vote on a resolution on a show of hands, a proxy has one vote for and	60 VOTING: GENERAL 60.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. 60.2 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts presently payable to the Company in respect of that share have been paid.	~~63. Votes of members~~ ~~63.1 Number of votes~~ ~~Subject to the provisions of the 2006 Act (including, but not limited to Section 323(3) and Section 323(4) of the 2006 Act) and to any special terms as to voting on which any shares may have been issued or may for the time being be held and to any suspension or abrogation of voting rights pursuant to these Articles, at any general meeting:~~ ~~(a) on a vote on a resolution on a show of hands, each member present in person shall have one vote;~~ ~~(b) on a vote on a resolution on a show of hands every proxy present who has been duly appointed by one or more members entitled to vote on the resolution shall have one vote, provided that on a vote on a~~

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one vote against the resolution if: (i) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and (ii) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; (c) on a poll: (i) every member present in person or by proxy shall have one vote for each share of which he is the holder; and (ii) all or any of the voting rights of a member may be exercised by one or more duly appointed proxies, provided that, where a member appoints more than one proxy, this does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the member in person. 63.2 Discretionary votes where proxy appointed by more than one member On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a		~~resolution on a show of hands, a proxy has one vote for and one vote against the resolution if:~~ ~~(i) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and~~ ~~(ii) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it;~~ ~~(c)~~60 ~~on a poll~~VOTING: GENERAL 60.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. 60.2 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts presently payable to the Company in respect of that share have been paid. ~~(i) every member present in person or by proxy shall have one vote for each share of which he is the holder; and~~ ~~(ii) all or any of the voting rights of a member may be exercised by one or more duly appointed proxies, provided that,~~

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particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed. 63.3 Joint holders In the case of joint holders of shares in the Company, only the vote of the senior holder who votes (and any proxies duly authorised by him) may be counted by the Company. For this purpose the senior holder of a share shall be determined by the order in which the names of the joint holders stand in the Register. 63.4 Receivers and other persons Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion on or subject to production of such evidence of the appointment as the Board may require, permit such receiver or curator bonis or other person authorised by a court or official, to vote (whether on a show of hands or on a poll) in person or by proxy on		~~where a member appoints more than one proxy, this does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the member in person.~~ ~~63.2 Discretionary votes where proxy appointed by more than one member~~ ~~On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a~~ ~~second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed.~~ ~~63.3 Joint holders~~ ~~In the case of joint holders of shares in the Company, only the vote of the senior holder who votes (and any proxies duly authorised by him) may be counted by the Company. For this purpose the senior holder of a share shall be determined by the order in which the names of the joint holders stand in the Register.~~

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behalf of such member at any general meeting. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be sent or supplied (in any form and manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles) at the Office or at such other address (including electronic address) as has been appointed for the sending or supplying of appointments of proxy, to be received no later than the time specified for the receipt of an appointment of proxy set out in Article 68 (Deposit of proxy) and, in default, the right to vote shall not be exercisable.		~~63.4 Receivers and other persons~~ ~~Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion on or subject to production of such evidence of the appointment as the Board may require, permit such receiver or curator bonis or other person authorised by a court or official, to vote (whether on a show of hands or on a poll) in person or by proxy on behalf of such member at any general meeting. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be sent or supplied (in any form and manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles) at the Office or at such other address (including electronic address) as has been appointed for the sending or supplying of appointments of proxy, to be received no later than the time specified for the receipt of an appointment of proxy set out in Article 68 (Deposit of proxy) and, in default, the right to vote shall not be exercisable.~~

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64. Casting vote In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall not be entitled to a second or casting vote in addition to any other vote that he may have.	14 CASTING VOTE 14.1 If the number of votes cast for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote. 14.2 Article 14.1 does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes. 60 VOTING: GENERAL 60.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. 60.2 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts presently payable to the Company in respect of that share have been paid.	~~64.~~14 ~~Casting vote~~CASTING VOTE ~~In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall not be entitled to a second or casting vote in addition to any other vote that he may have.~~ 14.1 If the number of votes cast for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote. 14.2 Article 14.1 does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes. 60 VOTING: GENERAL 60.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. 60.2 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts presently payable to the Company

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		in respect of that share have been paid.
65. Restriction on voting rights for unpaid calls etc. No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting or at any separate meeting of the holders of any class of shares either in person or by proxy in respect of any share held by him or to exercise any right as a member unless all calls or other sums presently payable by him in respect of that share in the Company have been paid to the Company.	66 NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY 66.1 No voting rights attached to a share may be exercised: (a) at any general meeting, at any adjournment of it, or on any poll called at or in relation to it; or (b) in respect of a written resolution (to be passed in accordance with Chapter 13 of the Companies Act 2006) unless all amounts presently payable to the Company in respect of that share have been paid.	66 NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY 65. Restriction on66.1 No voting rights for unpaid calls etc.attached to a share may be exercised: No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting or at any separate meeting of the holders of any class of shares either in person or by proxy in respect of any share held by him or to exercise any right as a member unless all calls or other sums presently payable by him in respect of that share in the Company have been paid to the Company. (a) at any general meeting, at any adjournment of it, or on any poll called at or in relation to it; or (b) in respect of a written resolution (to be passed in accordance with Chapter 13 of the Companies Act 2006) unless all amounts presently payable to the Company in respect of that share have been paid.
66. Proxies - general	63 CONTENT OF PROXY NOTICES	66.63 Proxies - generalCONTENT OF

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66.1 Any person may be appointed as proxy Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit of an instrument of proxy shall not preclude a member from attending, speaking and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment of it. 66.2 Proxy to vote in accordance with instructions In accordance with Section 324A of the 2006 Act but subject to the provisions of the Acts, a proxy shall vote in accordance with any instructions given by the member by whom the proxy is appointed. The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid.	63.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which: (a) states the name and address of the shareholder appointing the proxy; (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed; (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate. A proxy notice which does not comply with this Article will be invalid unless the directors, in their discretion, accept such notice at any time before the meeting. 63.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. 63.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or	PROXY NOTICES ~~66.1 Any person~~63.1 Proxies may only validly be appointed ~~as~~ by a notice in writing (a 'proxy notice') which: ~~Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit of an instrument of proxy shall not preclude a member from attending, speaking and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment of it.~~ ~~66.2 Proxy to vote in accordance with instructions~~ ~~In accordance with Section 324A of the 2006 Act but subject to the provisions of the Acts, a proxy shall vote in accordance with any instructions given by the member by whom the proxy is appointed. The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid.~~ (a) states the name and address of the

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	more resolutions. 63.4 Unless a proxy notice indicates otherwise, it must be treated as: (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.	shareholder appointing the proxy; (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed; (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate. A proxy notice which does not comply with this Article will be invalid unless the directors, in their discretion, accept such notice at any time before the meeting. 63.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. 63.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. 63.4 Unless a proxy notice indicates

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		otherwise, it must be treated as: (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
67. Form of proxy Subject to Article 69 (Electronic means of depositing proxies etc.),the appointment of a proxy shall: (a) be in writing signed under the hand of the appointor or of his attorney duly authorised in writing (or if the appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised in that behalf) and shall be in any common form or in such other form as the Board may, subject to the provisions of the Acts, approve; (b) be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote (whether on a show of hands or a poll) on any resolution or amendment of a resolution put to the meeting for which it is	63 CONTENT OF PROXY NOTICES 63.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which: (a) states the name and address of the shareholder appointing the proxy; (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed; (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the	~~67.~~63 ~~Form of proxy~~CONTENT OF PROXY NOTICES 63.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which: (a) states the name and address of the shareholder appointing the proxy; (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed; ~~Subject to Article 69 (Electronic means of depositing proxies etc.),the appointment of a proxy shall:~~ ~~(a) be in writing signed under the hand of the appointor or of his attorney duly authorised in writing (or if the appointor is a~~

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given, as the proxy thinks fit; (c) be deemed (subject to any contrary direction contained in the same) to confer the right to speak at the meeting to which it relates (including any adjournment of it); (d) unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates; and (e) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.	general meeting to which they relate. A proxy notice which does not comply with this Article will be invalid unless the directors, in their discretion, accept such notice at any time before the meeting. 63.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. 63.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. 63.4 Unless a proxy notice indicates otherwise, it must be treated as: (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.	~~corporation under its common seal or under the hand of some officer or attorney duly authorised in that behalf) and shall be in any common form or in such other form as the Board may, subject to the provisions of the Acts, approve;~~ ~~(b) be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote (whether on a show of hands or a poll) on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit;~~ (c) ~~be deemed (subject to any contrary direction contained in the same) to confer the right to speak at the meeting to which it relates (including any adjournment of it);~~is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate. A proxy notice which does not comply with this Article will be invalid unless the directors, in their discretion, accept such

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		notice at any time before the meeting. 63.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. 63.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. 63.4 Unless a proxy notice indicates otherwise, it must be treated as: (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and (~~d~~b) ~~unless the contrary is stated in it, be valid as well for~~appointing that person as a proxy in relation to any adjournment of the ~~meeting as for the~~general meeting to which it relates~~; and~~ as well as the meeting itself. ~~(e) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.~~
68. Deposit of proxy Subject to Article 69 (Electronic means of	64 DELIVERY OF PROXY NOTICES 64.1 Subject to any instructions in the	~~68.~~64 ~~Deposit of proxy~~DELIVERY OF PROXY NOTICES

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depositing proxies etc.), the appointment of a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, shall: (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Directors may specify) in electronic form, to the Office or such other address (including electronic address) as is specified in: (i) the notice convening the meeting; (ii) any instrument of proxy sent out by the Company in relation to the meeting; or (iii) any invitation to appoint a proxy issued by the Company in relation to the meeting, to be received at such address not less than 48 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or (b) in the case of a poll taken more than 48 hours after it is demanded, be sent or supplied as aforesaid, after the poll has been demanded, to be received not less than 24 hours (excluding, in the calculation of such	notice of general meeting to which the proxy notice relates, such proxy notice (and any authentification required by the directors) must be received at the address specified by the Company in the notice of meeting or in the proxy notice not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote; and any proxy notice received and that address less than 48 hours before the time for holding the meeting (or adjourned meeting) shall not be valid. 64.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. 64.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. 64.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. 64.5 If a proxy notice is not executed by the person appointing the proxy, it must be	64.1 Subject to any instructions in the notice of general meeting to which the proxy notice relates, such proxy notice (and any authentification required by the directors) must be received at the address specified by the Company in the notice of meeting or in the proxy notice not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote; and any proxy notice received and that address less than 48 hours before the time for holding the meeting (or adjourned meeting) shall not be valid. 64.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. 64.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. 64.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

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time period, any part of a day that is not a working day) before the time appointed for the taking of the poll; or (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be sent and supplied as aforesaid, to be received not later than the time at which the poll is demanded, and an appointment of a proxy not so sent or supplied or delivered or received shall be invalid. No appointment of a proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date.	accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.	64.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf. ~~Subject to Article 69 (Electronic means of depositing proxies etc.), the appointment of a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, shall:~~ ~~(a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Directors may specify) in electronic form, to the Office or such other address (including electronic address) as is specified in:~~ ~~(i) the notice convening the meeting;~~ ~~(ii) any instrument of proxy sent out by the Company in relation to the meeting; or~~ ~~(iii) any invitation to appoint a proxy issued by the Company in relation to the meeting,~~ ~~to be received at such address not less than 48 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time of the~~

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		~~holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or~~ ~~(b) in the case of a poll taken more than 48 hours after it is demanded, be sent or supplied as aforesaid, after the poll has been demanded, to be received not less than 24 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time appointed for the taking of the poll; or~~ ~~(c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be sent and supplied as aforesaid, to be received not later than the time at which the poll is demanded,~~ ~~and an appointment of a proxy not so sent or supplied or delivered or received shall be invalid. No appointment of a proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date.~~
69. Electronic means of depositing proxies etc. (a) Subject to the provisions of the Acts,	64 DELIVERY OF PROXY NOTICES 64.1 Subject to any instructions in the notice of general meeting to which the proxy	~~69. Electronic means of depositing proxies etc.~~

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the Board may accept the appointment of a proxy received by electronic means on such Terms and subject to such conditions as it considers fit without prejudice to the generality of the foregoing, the appointment of a proxy received by electronic means shall not be subject to the requirements of Article 67(a) (Form of Proxy). (b) Subject to and in accordance with Section 333(2) of the 2006 Act, where the Company has given an electronic address in an instrument of proxy sent out by the Company in relation to the meeting or in an invitation to appoint a proxy issued by the Company in relation to the meeting, any document or information relating to proxies for that meeting (including, but not limited to the appointment of a proxy in relation to the meeting, any document necessary to show the validity of, of otherwise relating to, the appointment of a proxy or notice of termination of the authority of a proxy) may be sent by electronic means to that address (subject to any conditions or limitations contained in the notice relating to the meeting).	notice relates, such proxy notice (and any authentification required by the directors) must be received at the address specified by the Company in the notice of meeting or in the proxy notice not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote; and any proxy notice received and that address less than 48 hours before the time for holding the meeting (or adjourned meeting) shall not be valid. 64.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. 64.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. 64.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. 64.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the	64 DELIVERY OF PROXY NOTICES ~~(a)~~64.1 Subject to ~~the provisions of the Acts, the Board may accept the appointment of a proxy received by electronic means on such Terms and subject to such conditions as it considers fit without prejudice to the generality of the foregoing, the appointment of a proxy received by electronic means shall not be subject to the requirements of Article 67(a) (Form of Proxy).~~any instructions in the notice of general meeting to which the proxy notice relates, such proxy notice (and any authentification required by the directors) must be received at the address specified by the Company in the notice of meeting or in the proxy notice not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote; and any proxy notice received and that address less than 48 hours before the time for holding the meeting (or adjourned meeting) shall not be valid. ~~(b) Subject to and in accordance with Section 333(2) of the 2006 Act, where the Company has given an electronic address in an instrument of proxy sent out by the Company in relation to the meeting or in an invitation to appoint a proxy issued by the Company in relation to the meeting, any document or information relating to proxies~~

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	authority of the person who executed it to execute it on the appointor's behalf.	~~for that meeting (including, but not limited to the appointment of a proxy in relation to the meeting, any document necessary to show the validity of, of otherwise relating to, the appointment of a proxy or notice of termination of the authority of a proxy) may be sent by electronic means to that address (subject to any conditions or limitations contained in the notice relating to the meeting).~~ 64.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. 64.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. 64.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. 64.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to

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		execute it on the appointor's behalf.
70. More than one proxy may be appointed (a) A member may appoint more than one proxy in relation to a meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member. (b) When 2 or more valid but differing appointments of proxy are delivered in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered, none of them shall be treated as valid in respect of that share.	63 CONTENT OF PROXY NOTICES 63.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which: (a) states the name and address of the shareholder appointing the proxy; (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed; (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate. A proxy notice which does not comply with this Article will be invalid unless the directors, in their discretion, accept such notice at any time before the meeting. 63.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different	~~70. More than one proxy may be appointed~~ ~~(a) A member may appoint more than one proxy in relation to a meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member.~~ ~~(b) When 2 or more valid but differing appointments of proxy are delivered in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered, none of them shall be treated as valid in respect of that share.~~ 63 CONTENT OF PROXY NOTICES 63.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which: (a) states the name and address of the shareholder appointing the proxy; (b) identifies the person appointed to

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	purposes. 63.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. 63.4 Unless a proxy notice indicates otherwise, it must be treated as: (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.	be that shareholder's proxy and the general meeting in relation to which that person is appointed; (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate. A proxy notice which does not comply with this Article will be invalid unless the directors, in their discretion, accept such notice at any time before the meeting. 63.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. 63.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. 63.4 Unless a proxy notice indicates otherwise, it must be treated as: (a) allowing the person appointed under it as a proxy discretion as to how to

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		vote on any ancillary or procedural resolutions put to the meeting; and (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
71. Board may supply proxy cards The Board shall, at the expense of the Company, send by post or otherwise (including, without limitation, by electronic means) forms of appointment of proxy (reply-paid or otherwise) with the notice convening any general meeting to members entitled to vote at the meeting. Such forms of appointment of proxy shall provide for voting both for and against all resolutions to be proposed at the meeting other than the resolutions relating to the procedure of the meeting. The accidental omission to send an appointment of proxy or the non-receipt of it by any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.	None	~~71. Board may supply proxy cards~~ ~~The Board shall, at the expense of the Company, send by post or otherwise (including, without limitation, by electronic means) forms of appointment of proxy (reply-paid or otherwise) with the notice convening any general meeting to members entitled to vote at the meeting. Such forms of appointment of proxy shall provide for voting both for and against all resolutions to be proposed at the meeting other than the resolutions relating to the procedure of the meeting. The accidental omission to send an appointment of proxy or the non-receipt of it by any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.~~
72. Revocation of proxy The validity of a vote given or poll demanded in accordance with the terms of an appointment of a proxy or the validity of anything done by a proxy acting as duly appointed Chairman, or any decision	64 DELIVERY OF PROXY NOTICES 64.1 Subject to any instructions in the notice of general meeting to which the proxy notice relates, such proxy notice (and any authentification required by the directors) must be received at the address specified by the	~~72.~~64 ~~Revocation of proxy~~DELIVERY OF PROXY NOTICES ~~The validity of a vote given or poll demanded in accordance with the terms of an appointment of a proxy or the validity of anything done by a proxy acting as duly~~

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determining whether a proxy counts in a quorum at a meeting, shall not be affected notwithstanding the death or mental disorder of the principal or the revocation of the appointment of the proxy, or of the authority under which the appointment of the proxy was executed or the transfer of the share in respect of which the appointment of the proxy is given unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, (in any form and manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles), at the Office or at such other address (including electronic address) as has been appointed for the sending or supplying of appointments of proxy: (a) at least 48 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the commencement of the meeting or adjourned meeting; or (b) in the case of a poll to be taken more than 48 hours after it was demanded, at least 24 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time appointed for the	Company in the notice of meeting or in the proxy notice not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote; and any proxy notice received and that address less than 48 hours before the time for holding the meeting (or adjourned meeting) shall not be valid. 64.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. 64.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. 64.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. 64.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.	~~appointed Chairman, or any decision determining whether a proxy counts in a quorum at a meeting, shall not be affected notwithstanding the death or mental disorder of the principal or the revocation of the appointment of the proxy, or of the authority under which the appointment of the proxy was executed or the transfer of the share in respect of which the appointment of the proxy is given unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, (in any form and manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles), at the Office or at such other address (including electronic address) as has been appointed for the sending or supplying of appointments of proxy:~~ ~~(a) at least 48 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the commencement of the meeting or adjourned meeting; or~~ ~~(b) in the case of a poll to be taken more than 48 hours after it was demanded,~~

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taking of the poll at which the instrument of proxy is used; or (c) in the case of a poll to be taken not more than 48 hours after it was demanded, the time at which it was demanded.		~~at least 24 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time appointed for the taking of the poll at which the instrument of proxy is used; or~~ ~~(c) in the case of a poll to be taken not more than 48 hours after it was demanded, the time at which it was demanded.~~ 64.1 Subject to any instructions in the notice of general meeting to which the proxy notice relates, such proxy notice (and any authentification required by the directors) must be received at the address specified by the Company in the notice of meeting or in the proxy notice not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote; and any proxy notice received and that address less than 48 hours before the time for holding the meeting (or adjourned meeting) shall not be valid. 64.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. 64.3 An appointment under a proxy

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		notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. 64.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. 64.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
73. Corporate representative(s) A corporation (whether or not a company within the meaning of the Acts) which is a member may, by resolution of its directors or other governing body, authorise such person or person(s) as it thinks fit to act as its representative (or as the case may be, representatives) at any meeting of the Company or at any separate meeting of the holders of any class of shares. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person (or persons) so authorised is (or are) present at it and all references to attendance and voting in person shall be construed accordingly. The Company shall be under no obligation to ensure or otherwise	None	~~73. Corporate representative(s)~~ ~~A corporation (whether or not a company within the meaning of the Acts) which is a member may, by resolution of its directors or other governing body, authorise such person or person(s) as it thinks fit to act as its representative (or as the case may be, representatives) at any meeting of the Company or at any separate meeting of the holders of any class of shares. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person (or persons) so authorised is (or are) present at it and all references to attendance and voting in person shall be construed accordingly. The Company shall be under no obligation to~~

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verify that any vote(s) cast by a corporate representative are done so in accordance with any such instructions given by the member by whom such corporate representative is appointed. In the event that a vote cast by such corporate representative is not done so in accordance with the instructions of the member by whom such corporate representative is appointed, such vote shall not be deemed to be invalid.		~~ensure or otherwise verify that any vote(s) cast by a corporate representative are done so in accordance with any such instructions given by the member by whom such corporate representative is appointed. In the event that a vote cast by such corporate representative is not done so in accordance with the instructions of the member by whom such corporate representative is appointed, such vote shall not be deemed to be invalid.~~
74. Disenfranchisement 74.1 Disenfranchisement notice If a member, or any other person appearing to be interested in shares held by that member, has been issued with a Section 793 notice and has failed in relation to any shares (the "default shares" which expression shall include any further shares which are issued in respect of such shares unless a separate notice is issued in respect of such further shares) to give the Company the information thereby required within the prescribed period from the date of service of the Section 793 notice, or, in purported compliance with such notice, has made a statement which is false or inadequate in a material particular, then the Board may, at least 14 days after service of the Section 793 notice, serve on the holder of such default shares a notice (in this Article called a "disenfranchisement notice") whereupon the	66 NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY 66.1 No voting rights attached to a share may be exercised: (a) at any general meeting, at any adjournment of it, or on any poll called at or in relation to it; or (b) in respect of a written resolution (to be passed in accordance with Chapter 13 of the Companies Act 2006) unless all amounts presently payable to the Company in respect of that share have been paid.	66 NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY 66.1 No voting rights attached to a share may be exercised: (a) at any general meeting, at any adjournment of it, or on any poll called at or in relation to it; or ~~74. Disenfranchisement~~ ~~74.1 Disenfranchisement notice~~ ~~If a member, or any other person appearing to be interested in shares held by that member, has been issued with a Section 793 notice and has failed in relation to any shares (the "default shares" which expression shall include any further shares which are issued in respect of such shares unless a separate notice is issued in~~

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following sanctions shall apply: (a) Voting the member shall not, with effect from the service of the disenfranchisement notice, be entitled in respect of the default shares to be present or to vote (either in person or proxy) at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll; and (b) Dividends and transfers where the default shares represent at least 0.25% in nominal value of their class: (i) any dividend or other money payable in respect of the shares shall be withheld by the Company, which shall not have any obligation to pay interest on it and the member shall not be entitled to elect pursuant to Article 142 (Payment of scrip dividends) to receive shares instead of that dividend; and (ii) subject, in the case of uncertificated shares, to the Uncertificated Regulations, no transfer other than an approved transfer of any shares held by the member shall be registered unless the member is not himself in default as regards supplying the information required and		~~respect of such further shares) to give the Company the information thereby required within the prescribed period from the date of service of the Section 793 notice, or, in purported compliance with such notice, has made a statement which is false or inadequate in a material particular, then the Board may, at least 14 days after service of the Section 793 notice, serve on the holder of such default shares a notice (in this Article called a "disenfranchisement notice") whereupon the following sanctions shall apply:~~ ~~(a) Voting~~ ~~the member shall not, with effect from the service of the disenfranchisement notice, be entitled in respect of the default shares to be present or to vote (either in person or proxy) at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll; and~~ ~~(b) Dividends and transfers~~ ~~where the default shares represent at least 0.25% in nominal value of their class:~~ ~~(i) any dividend or other money payable in respect of the shares shall be~~

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the member proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares which are the subject of the transfer. 74.2 Withdrawal notice The Company may at any time withdraw a disenfranchisement notice by serving on the holder of the shares to which the same relates a notice in writing to that effect (a "withdrawal notice"). 74.3 Cessation of sanctions Where the sanctions under Article 74.1 (Disenfranchisement notice) apply in relation to any shares they shall cease to have effect: (a) if the shares are transferred by means of an approved transfer; (b) at the end of the period of one week (or such shorter period as the Board may determine) following receipt by the Company of the information required by the notice mentioned in Article 74.1 (Disenfranchisement notice) and the Board being fully satisfied that such information is full and complete; or (c) on the date on which a withdrawal notice is served by the Company.		~~withheld by the Company, which shall not have any obligation to pay interest on it and the member shall not be entitled to elect pursuant to Article 142 (Payment of scrip dividends) to receive shares instead of that dividend; and~~ ~~(ii) subject, in the case of uncertificated shares, to the Uncertificated Regulations, no transfer other than an approved transfer of any shares held by the member shall be registered unless the member is not himself in default as regards supplying the information required and the member proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares which are the subject of the transfer.~~ ~~74.2 Withdrawal notice~~ ~~The Company may at any time withdraw a disenfranchisement notice by serving on the holder of the shares to which the same relates a notice in writing to that effect (a "withdrawal notice").~~ ~~74.3 Cessation of sanctions~~ ~~Where the sanctions under Article 74.1 (Disenfranchisement notice) apply in relation to any shares they shall cease to have effect:~~

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74.4 Service of disenfranchisement notice Where on the basis of information obtained from a member in respect of any share held by him the Company issues a Section 793 notice to any other person it shall at the same time send a copy of the notice to the member but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of Article 74.1 (Disenfranchisement notice). 74.5 Certificated form The Board may: (a) give notice in writing to any member holding default shares in uncertificated form requiring the member to change his holding of such shares from uncertificated form into certificated form within a specified period and then to hold such default shares in certificated form for so long as the default subsists; and (b) appoint any person to take any steps, by instruction by means of an Uncertificated System or otherwise, in the name of any holder of default shares as may be required to change such shares from uncertificated form into certificated form (and such steps shall be effective as if they had been taken by such holder).		~~(a) if the shares are transferred by means of an approved transfer;~~ ~~(b) at the end of the period of one week (or such shorter period as the Board may determine) following receipt by the Company of the information required by the notice mentioned in Article 74.1 (Disenfranchisement notice) and the Board being fully satisfied that such information is full and complete; or~~ ~~(c) on the date on which a withdrawal notice is served by the Company.~~ ~~74.4 Service of disenfranchisement notice~~ ~~Where on the basis of information obtained from a member in respect of any share held by him the Company issues a Section 793 notice to any other person it shall at the same time send a copy of the notice to the member but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of Article 74.1 (Disenfranchisement notice).~~ ~~74.5 Certificated form~~ ~~The Board may:~~ ~~(a) give notice in writing to any member~~

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74.6 Definitions For the purposes of this Article 74: (a) a person other than the member holding a share shall be treated as appearing to be interested in that share if the member has informed the Company that the person is or may be so interested or if the Company (after taking account of any information obtained from the member or, pursuant to a Section 793 notice, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested; (b) "interested" shall be construed in accordance with Sections 820 to 825 (inclusive) of the 2006 Act; and (c) reference to a person having failed to give the Company the information required by a notice or being in default as regards supplying such information includes reference: (i) to his having failed or refused to give all or any part of it; and (ii) to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular. 74.7 Section 794 powers		~~holding default shares in uncertificated form requiring the member to change his holding of such shares from uncertificated form into certificated form within a specified period and then to hold such default shares in certificated form for so long as the default subsists; and~~ ~~(b) appoint any person to take any steps, by instruction by means of an Uncertificated System or otherwise, in the name of any holder of default shares as may be required to change such shares from uncertificated form into certificated form (and such steps shall be effective as if they had been taken by such holder).~~ ~~74.6 Definitions~~ ~~For the purposes of this Article 74:~~ ~~(a) a person other than the member holding a share shall be treated as appearing to be interested in that share if the member has informed the Company that the person is or may be so interested or if the Company (after taking account of any information obtained from the member or, pursuant to a Section 793 notice, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;~~ (b) ~~"interested" shall be construed~~in

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Nothing contained in this Article 74 shall be taken to limit the powers of the Company under Section 794 of the 2006 Act.		respect of a written resolution (to be passed in accordance with ~~Sections 820 to 825 (inclusive)~~Chapter 13 of the ~~2006~~Companies Act~~; and~~ 2006) unless all amounts presently payable to the Company in respect of that share have been paid. ~~(c) reference to a person having failed to give the Company the information required by a notice or being in default as regards supplying such information includes reference:~~ ~~(i) to his having failed or refused to give all or any part of it; and~~ ~~(ii) to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular.~~ ~~74.7 Section 794 powers~~ ~~Nothing contained in this Article 74 shall be taken to limit the powers of the Company under Section 794 of the 2006 Act.~~
75. Power of sale 75.1 Untraceable members	None	~~75. Power of sale~~ ~~75.1 Untraceable members~~

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The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission if and provided that: (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in paragraph (b) below (or, if published on different dates, the earlier or earliest of them) no cheque, order or warrant in respect of such share sent by the Company through the post in a pre-paid envelope addressed to the member or to the person entitled by transmission to the share at his address on the Register or other last known address given by the member or person to which cheques or orders in respect of such share are to be sent has been cashed and the Company has received no communications in respect of such share from such member or person, provided that during such period of 12 years at least three cash dividends (whether interim or final) in respect of the shares in question have become payable and no such dividend during that period has been claimed by the person entitled to it; (b) on or after expiry of the said period of 12 years the Company has given notice of its intention to sell such share by advertisements in both a national daily newspaper published in the United Kingdom and in a newspaper circulating in the area in which the last known		~~The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission if and provided that:~~ ~~(a) during the period of 12 years prior to the date of the publication of the advertisements referred to in paragraph (b) below (or, if published on different dates, the earlier or earliest of them) no cheque, order or warrant in respect of such share sent by the Company through the post in a pre-paid envelope addressed to the member or to the person entitled by transmission to the share at his address on the Register or other last known address given by the member or person to which cheques or orders in respect of such share are to be sent has been cashed and the Company has received no communications in respect of such share from such member or person, provided that during such period of 12 years at least three cash dividends (whether interim or final) in respect of the shares in question have become payable and no such dividend during that period has been claimed by the person entitled to it;~~ ~~(b) on or after expiry of the said period of 12 years the Company has given notice of its intention to sell such share by advertisements in both a national daily newspaper published in the United Kingdom~~

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address of such member or person appeared; (c) the said advertisements, if not published on the same day, shall have been published within 30 days of each other; (d) during the further period of three months following the date of publication of the said advertisements (or, if published on different dates, the later or latest of them) and prior to the exercise of the power of sale the Company has not received any communication in respect of such share from the member or person entitled by transmission; and (e) the Company has given notice in accordance with the regulations of the relevant regulatory authority of its intention to make such sale and shall, if appropriate, have obtained the approval of the relevant regulatory authority to the proposed form of the said advertisement, if shares of the class concerned are admitted to a securities list and/or a recognised investment exchange. 75.2 Perfection of transfer To give effect to any sale of shares pursuant to this Article 75 the Board may, in the case of certificated shares, authorise some person to transfer the shares in question and may enter the name of the transferee in respect of the transferred shares in the Register notwithstanding the absence of any share		~~and in a newspaper circulating in the area in which the last known address of such member or person appeared;~~ ~~(c) the said advertisements, if not published on the same day, shall have been published within 30 days of each other;~~ ~~(d) during the further period of three months following the date of publication of the said advertisements (or, if published on different dates, the later or latest of them) and prior to the exercise of the power of sale the Company has not received any communication in respect of such share from the member or person entitled by transmission; and~~ ~~(e) the Company has given notice in accordance with the regulations of the relevant regulatory authority of its intention to make such sale and shall, if appropriate, have obtained the approval of the relevant regulatory authority to the proposed form of the said advertisement, if shares of the class concerned are admitted to a securities list and/or a recognised investment exchange.~~ ~~75.2 Perfection of transfer~~ ~~To give effect to any sale of shares pursuant to this Article 75 the Board may, in the case of certificated shares, authorise~~

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certificate being lodged in respect of it and may issue a new certificate to the transferee and, in the case of uncertificated shares, exercise any power conferred on it by Article 19.5 (Forfeiture and sale) to effect a transfer of the shares. The purchaser shall not be bound to see to the application of the purchase moneys in respect of any such sale nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale or transfer. Any instrument or exercise shall be effective as if it had been executed or exercised by the holder of or the person entitled by transmission to the shares to which it relates. 75.3 Additional shares If during the period of 12 years referred to in Article 75.1 (Untraceable members) or during any period ending on the date when all the requirements of paragraphs (a) to (d) (or (a) to (e), as the case may be) of Article 75.1 (Untraceable members) have been satisfied, any additional shares have been issued in respect of those held at the beginning of such period or of any previously so issued during such period and all the requirements of paragraphs (b) to (d) (or (b) to (e) as the case may be) of Article 75.1 (Untraceable members) have been satisfied in regard to such additional shares the Company shall also be entitled to sell the additional		~~some person to transfer the shares in question and may enter the name of the transferee in respect of the transferred shares in the Register notwithstanding the absence of any share certificate being lodged in respect of it and may issue a new certificate to the transferee and, in the case of uncertificated shares, exercise any power conferred on it by Article 19.5 (Forfeiture and sale) to effect a transfer of the shares. The purchaser shall not be bound to see to the application of the purchase moneys in respect of any such sale nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale or transfer. Any instrument or exercise shall be effective as if it had been executed or exercised by the holder of or the person entitled by transmission to the shares to which it relates.~~ ~~75.3 Additional shares~~ ~~If during the period of 12 years referred to in Article 75.1 (Untraceable members) or during any period ending on the date when all the requirements of paragraphs (a) to (d) (or (a) to (e), as the case may be) of Article 75.1 (Untraceable members) have been satisfied, any additional shares have been issued in respect of those held at the beginning of such period or of any previously so issued during such period and all the requirements of paragraphs (b) to (d)~~

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shares.		~~(or~~ ~~(b) to (e) as the case may be) of Article 75.1 (Untraceable members) have been satisfied in regard to such additional shares the Company shall also be entitled to sell the additional shares.~~
76. Application of proceeds of sale The net proceeds of sale shall be forfeited and shall belong to the Company and the Company will not be liable in any respect to the person who would have been entitled to the shares by law for the proceeds of sale. The Company may use the proceeds for any purpose as the Board may from time to time decide.	None	~~76. Application of proceeds of sale~~ ~~The net proceeds of sale shall be forfeited and shall belong to the Company and the Company will not be liable in any respect to the person who would have been entitled to the shares by law for the proceeds of sale. The Company may use the proceeds for any purpose as the Board may from time to time decide.~~
77. Number of Directors Unless and until otherwise determined by the Company by ordinary resolution the number of Directors (other than any alternate Directors) shall be not less than three or more than 12. The board. At least two Directors should be non-executive directors and the Board shall ensure that, in its determination, there is an appropriate balance between executive and non-executive directors.	20 METHODS OF APPOINTING DIRECTORS 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution; (b) by a decision of the directors; or (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death	~~77.~~20 ~~Number of Directors~~METHODS OF APPOINTING DIRECTORS ~~Unless and until otherwise determined by the Company by ordinary resolution the number of Directors (other than any alternate Directors) shall be not less than three or more than 12. The board. At least two Directors should be non-executive directors and the Board shall ensure that, in its determination, there is an appropriate balance between executive and non-executive directors.~~ 20.1 Any person who is willing to act as

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	or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at	a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution; (b) by a decision of the directors; or (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or

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	a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.	to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.
78. Power of Company to appoint Directors Subject to the provisions of these Articles and to the Acts, the Company may by ordinary resolution appoint a person who is willing to	20 METHODS OF APPOINTING DIRECTORS 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may	~~78. Power of Company to appoint Directors~~ ~~Subject to the provisions of these Articles and to the Acts, the Company may by ordinary resolution appoint a person who is~~

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act to be a Director, either to fill a vacancy, or as an addition to the existing Board, and may also, in accordance with Article 83.1, determine the rotation in which any additional Directors are to retire, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles.	be appointed to be a director: (a) by ordinary resolution; (b) by a decision of the directors; or (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director	~~willing to act to be a Director, either to fill a vacancy, or as an addition to the existing Board, and may also, in accordance with Article 83.1, determine the rotation in which any additional Directors are to retire, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles.~~ 20 METHODS OF APPOINTING DIRECTORS 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution; (b) by a decision of the directors; or (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who

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	however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.	was the last to die, a younger shareholder is deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office

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		conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.
79. Power of Board to appoint Directors Without prejudice to the power of the Company to appoint any person to be a Director pursuant to these Articles, the Board shall, subject to the provisions of the Acts, have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall, in accordance with Article 83.1, hold office only until the annual general meeting of the Company next following such appointment and shall then be eligible for re-election but shall not be taken into account in determining the number of Directors who are to retire by rotation at that meeting. If not re-appointed at such annual general meeting, he shall vacate office at that meeting in accordance with provisions on the timing of retirement set out in Article 85 (Timing of retirement).	20 METHODS OF APPOINTING DIRECTORS 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution; (b) by a decision of the directors; or (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.	~~79. Power of Board to appoint Directors~~ 20 METHODS OF APPOINTING DIRECTORS 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution; (b) by a decision of the directors; or (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is

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	20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.	deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: ~~Without prejudice to the power of the Company to~~ (a) appoint any person ~~to be a Director pursuant to these Articles, the Board shall, subject to the provisions of the Acts, have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall, in accordance with Article 83.1, hold office only until the annual general meeting~~ willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under

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		Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at a directors' meeting. ~~of the Company next following such appointment and shall then be eligible for re-election but shall not be taken into account in determining the number of Directors who are to retire by rotation at that meeting. If not re-appointed at such annual general meeting, he shall vacate office at that meeting in accordance with provisions on the timing of retirement set out in Article 85 (Timing of retirement).~~20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.
80. Eligibility of new Directors No person other than a Director retiring at the meeting (whether by rotation or otherwise) shall be appointed or re-appointed a Director at any general meeting unless:	20 METHODS OF APPOINTING DIRECTORS 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:	~~80. Eligibility of new Directors~~ ~~No person other than a Director retiring at the meeting (whether by rotation or otherwise) shall be appointed or re-appointed a Director at any general meeting~~

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(a) he is recommended by the Board; or (b) not less than seven nor more than 35 clear days before the date appointed for the meeting notice duly executed by a member (other than the person to be proposed) qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would if he were so appointed or re-appointed be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or re-appointed is lodged at the Office.	(a) by ordinary resolution; (b) by a decision of the directors; or (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under	~~unless:~~ 20 METHODS OF APPOINTING DIRECTORS 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution; (a~~b~~) ~~he is recommended~~ by a decision of the ~~Board~~directors; or ~~(b) not less than seven nor more than 35 clear days before the date appointed for the meeting notice duly executed by a member (other than the person to be proposed) qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would if he were so appointed or re-appointed be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or re-appointed is lodged at the Office.~~ (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no

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	Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.	shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under Article 20.4 will take effect when it is

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		delivered to the Company's registered office or is produced at a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.
81. Share qualification A Director shall not be required to hold any shares of the Company.	None	~~81. Share qualification~~ ~~A Director shall not be required to hold any shares of the Company.~~
82. Resolution for appointment A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved unless an ordinary resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against. Any resolution moved in contravention of this provision shall be void. For the purpose of this Article, a resolution for approving a person's appointment or for nominating a person for appointment as a Director shall be treated as a	20 METHODS OF APPOINTING DIRECTORS 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution; (b) by a decision of the directors; or	~~82.~~20 ~~Resolution for appointment~~METHODS OF APPOINTING DIRECTORS ~~A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved unless an ordinary resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against. Any resolution moved in contravention of this provision shall be void. For the purpose of this Article, a resolution~~

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resolution for his appointment.	(c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or	~~for approving a person's appointment or for nominating a person for appointment as a Director shall be treated as a resolution for his appointment.~~ 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution; (b) by a decision of the directors; or (c) in accordance with Article 20.4. 20.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him will have the right, by notice in writing, to appoint a person to be a director. 20.3 For the purposes of Article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder. 20.4 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any

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	removal of a director under Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.	time: (a) appoint any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy; and (b) remove from office any director however appointed. 20.5 Any appointment or removal under Article 20.4 must be made by notice in writing to the Company executed by or on behalf of the relevant member or each of the relevant members. Any notice of the appointment or removal of a director under Article 20.4 will take effect when it is delivered to the Company's registered office or is produced at a directors' meeting. 20.6 Any removal of a director under Article 20.4 will be deemed to be an act of the Company (and no-one else) and will be without prejudice to any claim which a director may have under any contract between him and the Company. The power of removal of a director from office conferred by Article 20.4 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 20.4.

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83. Retirement by rotation 83.1 Retirement by rotation (a) At the first annual general meeting of the Company all the Directors shall retire from office. (b) Any Director appointed by the Board after the first annual general meeting of the Company shall retire at the annual general meeting of the Company next following his appointment. (c) At any annual general meeting of the Company, any Director who has not been appointed or re-appointed at either of the two previous annual general meetings of the Company shall retire. (d) If, at any annual general meeting of the Company, the number of Directors required to retire pursuant to Article 83.1(c) is less than one third of the total number of Directors calculated in accordance with Article 83.1(e) (rounded down to the nearest whole number (the "Relevant Proportion")), such number of additional Directors ("Additional Directors") as is required (when taken together with the Directors required to retire pursuant to Article 83.1(c)) to constitute the Relevant Proportion shall retire at such annual general meeting of the Company. Subject to the penultimate sentence of Article 86 (Removal	None	~~83. Retirement by rotation~~ ~~83.1 Retirement by rotation~~ ~~(a) At the first annual general meeting of the Company all the Directors shall retire from office.~~ ~~(b) Any Director appointed by the Board after the first annual general meeting of the Company shall retire at the annual general meeting of the Company next following his appointment.~~ ~~(c) At any annual general meeting of the Company, any Director who has not been appointed or re-appointed at either of the two previous annual general meetings of the Company shall retire.~~ ~~(d) If, at any annual general meeting of the Company, the number of Directors required to retire pursuant to Article 83.1(c) is less than one third of the total number of Directors calculated in accordance with Article 83.1(e) (rounded down to the nearest whole number (the "Relevant Proportion")), such number of additional Directors ("Additional Directors") as is required (when taken together with the Directors required to retire pursuant to Article 83.1(c)) to constitute the Relevant Proportion shall retire at such annual general meeting of the Company. Subject to the penultimate~~

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by ordinary resolution), the Additional Directors to retire shall be those who have been the longest to have held office since their appointment or re-appointment but, as between persons who were appointed or were last appointed or re-appointed Directors on the same day, those to retire shall (unless otherwise agreed between them) be determined by lot. (e) In calculating the "total number of Directors" for the purposes of Article 83.1(d), any Director who: (i) wishes to retire and not be re-elected; or (ii) is subject to re-election in accordance with Articles 83.1(a) or 83.1(b), shall be disregarded.		~~sentence of Article 86 (Removal by ordinary resolution), the Additional Directors to retire shall be those who have been the longest to have held office since their appointment or re-appointment but, as between persons who were appointed or were last appointed or re-appointed Directors on the same day, those to retire shall (unless otherwise agreed between them) be determined by lot.~~ ~~(e) In calculating the "total number of Directors" for the purposes of Article 83.1(d), any Director who:~~ ~~(i) wishes to retire and not be re-elected; or~~ ~~(ii) is subject to re-election in accordance with Articles 83.1(a) or 83.1(b), shall be disregarded.~~
84. Re-appointment A Director who retires at an annual general meeting of the Company (whether by rotation or otherwise) may, if willing to act, be re-appointed. If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy created by his retirement, the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is expressly resolved not to fill the vacancy or unless a resolution for the re-	None	~~84. Re-appointment~~ ~~A Director who retires at an annual general meeting of the Company (whether by rotation or otherwise) may, if willing to act, be re-appointed. If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy created by his retirement, the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is expressly resolved not to fill the vacancy or~~

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appointment of the Director is put to the meeting and lost or unless the retiring Director has given notice in writing to the Company that he is unwilling to be re-elected or unless the default in filling the vacancy is due to the moving of a resolution in contravention of Article 82 (Resolution for appointment).		~~unless a resolution for the re-appointment of the Director is put to the meeting and lost or unless the retiring Director has given notice in writing to the Company that he is unwilling to be re-elected or unless the default in filling the vacancy is due to the moving of a resolution in contravention of Article 82 (Resolution for appointment).~~
85. Timing of retirement The retirement of any Director retiring at an annual general meeting in accordance with these Articles shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost in which case the retirement shall take effect at the time of election of his replacement or the time of the losing of that resolution as the case may be. A retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.	None	~~85. Timing of retirement~~ ~~The retirement of any Director retiring at an annual general meeting in accordance with these Articles shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost in which case the retirement shall take effect at the time of election of his replacement or the time of the losing of that resolution as the case may be. A retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.~~
86. Removal by ordinary resolution The Company may by ordinary resolution (of which special notice has been given in accordance with Section 312 of the 2006 Act) remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between	21 TERMINATION OF DIRECTORS' APPOINTMENT 21.1 A person ceases to be a director as soon as: (a) that person ceases to be a director by virtue of any provision of the Companies Act	~~86. Removal by ordinary resolution~~ ~~The Company may by ordinary resolution (of which special notice has been given in accordance with Section 312 of the 2006 Act) remove any Director before the expiration of his period of office notwithstanding anything in these Articles or~~

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the Company and such Director and, without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company, may (subject to these Articles and the provisions of the Acts) by ordinary resolution (of which special notice has been given in accordance with Section 312 of the 2006 Act) appoint another person at that meeting who is willing to act to be a Director in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Director is to retire by rotation, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed or re-appointed a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled by a casual vacancy.	2006 or is prohibited from being a director by law; (b) a bankruptcy order is made against that person; (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or (f) that person is removed from office under Article 20.4.	~~in any agreement between the Company and such Director and, without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company, may (subject to these Articles and the provisions of the Acts) by ordinary resolution (of which special notice has been given in accordance with Section 312 of the 2006 Act) appoint another person at that meeting who is willing to act to be a Director in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Director is to retire by rotation, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed or re-appointed a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled by a casual vacancy.~~ 21 TERMINATION OF DIRECTORS' APPOINTMENT 21.1 A person ceases to be a director as soon as: (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; (b) a bankruptcy order is made against

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		that person; (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or (f) that person is removed from office under Article 20.4.
87. Vacation of office by Director Without prejudice to any provisions for retirement contained in these Articles, the office of a Director shall be vacated if: (a) he resigns by notice in writing delivered to the Secretary at the Office or at any address specified by the Company for the purposes of communication by electronic means, or tendered at a Board meeting in which event he shall vacate that office on the	21 TERMINATION OF DIRECTORS' APPOINTMENT 21.1 A person ceases to be a director as soon as: (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; (b) a bankruptcy order is made against	~~87.~~21 ~~Vacation of office by Director~~TERMINATION OF DIRECTORS' APPOINTMENT 21.1 A person ceases to be a director as soon as: ~~Without prejudice to any provisions for retirement contained in these Articles, the office of a Director shall be vacated if:~~ ~~(a) he resigns by notice in writing~~

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service of that notice on the Company or at such later time as is specified in the notice or he offers in writing to resign from his office and the Directors resolve to accept such offer; or (b) he ceases to be a Director by virtue of any provision of the Acts, is removed from office pursuant to these Articles or becomes prohibited by law from being a Director; or (c) he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order under Section 253, Insolvency Act 1986 in connection with a voluntary arrangement under that Act; or (d) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; (f) he shall be absent, without the permission of the Board from Board meetings for 6 consecutive months (whether or not an	that person; (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or (f) that person is removed from office under Article 20.4.	~~delivered to the Secretary at the Office or at any address specified by the Company for the purposes of communication by electronic means, or tendered at a Board meeting in which event he shall vacate that office on the service of that notice on the Company or at such later time as is specified in the notice or he offers in writing to resign from his office and the Directors resolve to accept such offer; or~~ (~~b~~a) ~~he~~that person ceases to be a ~~Director~~director by virtue of any provision of the ~~Acts, is removed from office pursuant to these Articles or becomes~~Companies Act 2006 or is prohibited ~~by law~~ from being a ~~Director; or~~director by law; (b) a bankruptcy order is made against that person; (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; ~~(c) he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order under Section 253, Insolvency Act 1986 in connection with a voluntary arrangement under that Act; or~~ ~~(d) by reason of that person's mental~~

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alternate Director appointed by him attends) and the Board resolves that his office be vacated; or (g) he is requested to resign by notice in writing addressed to him at his address as shown in the register of Directors or at any address specified by Director for the purposes of communication by electronic means and signed by all the other Directors (without prejudice to any claim for damages which he may have for breach of any contract between him and the Company); or (h) he is convicted of an indictable offence and the Directors shall resolve that it is undesirable in the interests of the Company that he remains a Director of the Company; or (i) the conduct of that Director (whether or not concerning the affairs of the Company) is the subject of an investigation by an inspector appointed by the Secretary of State or by the Serious Fraud Office (or any successor body or body equivalent in any foreign jurisdiction thereto or any other applicable regulatory authority) and the Board shall resolve that it is undesirable that he remains a Director; or (j) notice is given to terminate his contract of employment or engagement with the Company where he is in breach of such		~~health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;~~ (~~e~~d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or ~~(f) he shall be absent, without the permission of the Board from Board meetings for 6 consecutive months (whether or not an alternate Director appointed by him attends) and the Board resolves that his office be vacated; or~~ ~~(g) he is requested to resign by notice in writing addressed to him at his address as shown in the register of Directors or at any address specified by Director for the purposes of communication by electronic means and signed by all the other Directors (without prejudice to any claim for damages which he may have for breach of any~~

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contract; or (k) he has been disqualified from acting as a director.		~~contract between him and the Company); or~~ ~~(h) he is convicted of an indictable offence and the Directors shall resolve that it is undesirable in the interests of the Company that he remains a Director of the Company; or~~ ~~(i) the conduct of that Director (whether or not concerning the affairs of the Company) is the subject of an investigation by an inspector appointed by the Secretary of State or by the Serious Fraud Office (or any successor body or body equivalent in any foreign jurisdiction thereto or any other applicable regulatory authority) and the Board shall resolve that it is undesirable that he remains a Director; or~~ ~~(j) notice is given to terminate his contract of employment or engagement with the Company where he is in breach of such contract; or~~ (~~k~~f) ~~he has been disqualified from acting as a director~~that person is removed from office under Article 20.4.
88. Resolution as to vacancy conclusive A resolution of the Board declaring a Director to have vacated office under the terms of Article 87 (Vacation of office by Director) shall be conclusive as to the fact and grounds of	None	~~88. Resolution as to vacancy conclusive~~ ~~A resolution of the Board declaring a Director to have vacated office under the terms of Article 87 (Vacation of office by~~

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vacation stated in the resolution.		~~Director) shall be conclusive as to the fact and grounds of vacation stated in the resolution.~~
89. Appointments 89.1 Identity of appointee Each Director (other than an alternate Director) may (subject to the provisions of the Acts) by notice in writing under his hand delivered to the Secretary at the Office or at a meeting of the Directors or in any other manner approved by the Board appoint any other Director or any person approved for that purpose by the Board and willing to act to be his alternate and may in like manner remove from office an alternate Director so appointed by him. 89.2 Method of appointment No appointment of an alternate Director shall be effective until his consent to act as a Director has been received at the Office at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting or in any other manner approved by the Board. 89.3 Nature of alternate An alternate Director need not hold a share	24 ALTERNATE DIRECTORS 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the	~~89.~~24 ~~Appointments~~ALTERNATE DIRECTORS ~~89.1 Identity of appointee~~ ~~Each Director (other than an alternate Director) may (subject to the provisions of the Acts) by notice in writing under his hand delivered to the Secretary at the Office or at a meeting of the Directors or in any other manner approved by the Board appoint any other Director or any person approved for that purpose by the Board and willing to act to be his alternate and may in like manner remove from office an alternate Director so appointed by him.~~ ~~89.2 Method of appointment~~ ~~No appointment of an alternate Director shall be effective until his consent to act as a Director has been received at the Office at an address specified by the Company for the purposes of~~ ~~communication by electronic means or tendered at a Board meeting or in any other manner approved by the Board.~~

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qualification and shall not be counted in reckoning any maximum number of Directors allowed by these Articles.	notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted	~~89.3 Nature of alternate~~ ~~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.~~ 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed

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	for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.	alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible

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		director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment

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		as a director terminates.
90. Participation in Board meetings 90.1 Right to participate Every alternate Director shall (subject to his giving to the Company an address within the United Kingdom or an electronic address at which notices may be sent or supplied to him) be entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor as a Director. A Director acting as alternate Director shall have a separate vote at Board meetings for each Director for whom he acts as alternate Director, in addition to his own vote (if any), but he shall count as only one person for the purpose of determining whether a quorum is present. It shall not be necessary to give notice of a Board meeting to an alternate Director who is absent from the United Kingdom unless he has requested the Board in writing (whether in hard copy form or in electronic form) that notices of Board meetings shall during his absence be given to him at any address in the United Kingdom (or any electronic address) notified to the Company for this purpose or by telephone where he has notified the Company of the relevant telephone number for such	24 ALTERNATE DIRECTORS 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an	~~89.~~24 ~~Appointments~~ALTERNATE DIRECTORS ~~89.1 Identity of appointee~~ ~~Each Director (other than an alternate Director) may (subject to the provisions of the Acts) by notice in writing under his hand delivered to the Secretary at the Office or at a meeting of the Directors or in any other manner approved by the Board appoint any other Director or any person approved for that purpose by the Board and willing to act to be his alternate and may in like manner remove from office an alternate Director so appointed by him.~~ ~~89.2 Method of appointment~~ ~~No appointment of an alternate Director shall be effective until his consent to act as a Director has been received at the Office at an address specified by the Company for the purposes of~~ ~~communication by electronic means or tendered at a Board meeting or in any other manner approved by the Board.~~ ~~89.3 Nature of alternate~~ ~~An alternate Director need not hold a share~~

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purpose but he shall not in such event be entitled to a longer period of notice than if he had been present in the United Kingdom. 90.2 Alternate's authority Execution by an alternate Director of any resolution in writing of the Directors or of a committee of the Directors shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member.	alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not	~~qualification and shall not be counted in reckoning any maximum number of Directors allowed by these Articles.~~ 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

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	participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.	24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining

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		whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.
91. Alternate Director responsible for own	24 ALTERNATE DIRECTORS	24 ALTERNATE DIRECTORS

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acts 91.1 Responsibility for defaults Every person acting as an alternate Director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him. 91.2 Status of alternate Save as otherwise provided in these Articles, an alternate Director shall be subject in all respects to the provisions of these Articles relating to Directors and shall be deemed for all purposes to be a Director.	24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor.	24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the

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	24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's	appointor. 24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; ~~91. Alternate Director responsible~~(b)is liable for his own acts and omissions; ~~91.1 Responsibility for defaults~~ ~~Every person acting as an alternate Director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.~~ ~~91.2 Status of alternate~~ ~~Save as otherwise provided in these Articles, an alternate Director shall be subject in all respects to the provisions of these Articles relating to Directors and shall be deemed for all purposes to be a Director.~~ (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor.

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	remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.	24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2;

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		(b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.
92. Interests of alternate Director An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director. However, he shall not, unless the Company by ordinary resolution otherwise determines, be entitled to receive from the Company any fees for his services as alternate except only such part (if any) of the fee payable to his appointor as such appointor may by notice in writing to the Company direct. Subject to this Article, the Company shall pay to an alternate Director such expenses as might properly have been paid to him if he had been a Director.	24 ALTERNATE DIRECTORS 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must –	~~92. Interests of alternate Director~~ ~~An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director. However, he shall not, unless the Company by ordinary resolution otherwise determines, be entitled to receive from the Company any fees for his services as alternate except only such part (if any) of the fee payable to his appointor as such appointor may by notice in writing to the Company direct.~~ ~~Subject to this Article, the Company shall pay to an alternate Director such expenses as might properly have been paid to him if he had been a Director.~~ 24 ALTERNATE DIRECTORS

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	(a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the	24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the

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	appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a	appointor. 24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one

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	director terminates.	director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.
93. Revocation of appointment An alternate Director shall cease to be an alternate Director for his appointor: (a) if his appointor revokes his	24 ALTERNATE DIRECTORS 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the	~~93.~~24 ~~Revocation of appointment~~ALTERNATE DIRECTORS 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution

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appointment; or (b) if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-appointed or deemed to be re-appointed at the same meeting at which he retires, any valid appointment of an alternate Director which was in force immediately before his retirement shall remain in force; or (c) if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office.	directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify otherwise, an alternate director –	of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify

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	(a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not	otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the

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	entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.	appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. ~~An alternate Director shall cease to be~~24.8 The appointment of an alternate ~~Director for his appointor~~director terminates: (a) ~~if his~~when the appointor revokes ~~his~~the appointment under Article 24.2; ~~or~~ (b) ~~if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-appointed or deemed to be re-appointed at the same meeting at which he retires, any valid appointment of an alternate Director which was in force immediately before his retirement shall remain in force; or~~where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; ~~(c) if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office.~~

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		(c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates
94. Directors' fees The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time to time determine (not exceeding £300,000 per annum in aggregate or such other sum as the Company in general meeting shall from time to time determine). Such sum (unless otherwise directed by the resolution of the Company by which it is voted) shall be divided among the Directors in such proportions and in such manner as the Board may determine or in default of such determination, equally (except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he holds office). Any fees payable pursuant to this Article shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.	22 DIRECTORS' REMUNERATION 22.1 Directors may undertake any services for the Company that the directors decide. 22.2 Directors are entitled to such remuneration as the directors determine – (a) for their services to the Company as directors; and (b) for any other service which they undertake for the Company. 22.3 Subject to the Articles, a director's remuneration may: (a) take any form; and (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director. 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to	22 DIRECTORS' REMUNERATION 22.1 Directors may undertake any services for the Company that the directors decide. ~~94.~~22.2 Directors~~' fees~~ are entitled to such remuneration as the directors determine – ~~The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time to time determine (not exceeding £300,000 per annum in aggregate or such other sum as the Company in general meeting shall from time to time determine). Such sum (unless otherwise directed by the resolution of the Company by which it is voted) shall be divided among the Directors in such proportions and in such manner as the Board may determine or in default of such determination, equally (except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he holds office). Any fees payable pursuant to this~~

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	day. 22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. 22.6 Where a director is appointed to office as chairman, as managing director or as the holder of an executive position, that appointment will terminate immediately upon him ceasing to be a director. Termination under this Article 22.6 of a director's appointment will be without prejudice to any claim for damages for breach of the director's contract of service with the Company.	~~Article shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.~~ (a) for their services to the Company as directors; and (b) for any other service which they undertake for the Company. 22.3 Subject to the Articles, a director's remuneration may: (a) take any form; and (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director. 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day. 22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the

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		Company is interested. 22.6 Where a director is appointed to office as chairman, as managing director or as the holder of an executive position, that appointment will terminate immediately upon him ceasing to be a director. Termination under this Article 22.6 of a director's appointment will be without prejudice to any claim for damages for breach of the director's contract of service with the Company.
95. Expenses Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company.	23 DIRECTORS' EXPENSES 23.1 The Company may pay any reasonable expenses which the directors, any alternate directors and the company secretary (if any) properly incur in connection with their attendance at: (a) meetings of directors or committees of directors; (b) general meetings; or (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.	~~95.~~23 ~~Expenses~~DIRECTORS' EXPENSES ~~Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company~~ 23.1 The Company may pay any reasonable expenses which the directors, any alternate directors and the company secretary (if any) properly incur in connection with their attendance at: (a) meetings of directors or committees

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		of directors; (b) general meetings; or (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.
96. Additional remuneration If, by arrangement with the Board, any Director shall perform or render any special duties or services outside his ordinary duties as a Director and not in his capacity as a holder of employment or executive office, he may be paid such reasonable additional remuneration (whether by way of a lump sum or by way of salary, commission, participation in profits or otherwise) as the Board may from time to time determine.	22 DIRECTORS' REMUNERATION 22.1 Directors may undertake any services for the Company that the directors decide. 22.2 Directors are entitled to such remuneration as the directors determine – (a) for their services to the Company as directors; and (b) for any other service which they undertake for the Company. 22.3 Subject to the Articles, a director's remuneration may: (a) take any form; and (b) include any arrangements in connection with the payment of a pension,	~~96.~~22 ~~Additional remuneration~~DIRECTORS' REMUNERATION ~~If, by arrangement with the Board, any Director shall perform or render any special duties or services outside his ordinary duties as a Director and not in his capacity as a holder of employment or executive office, he may be paid such reasonable additional remuneration (whether by way of a lump sum or by way of salary, commission, participation in profits or otherwise) as the Board may from time to time determine.~~ 22.1 Directors may undertake any services for the Company that the directors decide. 22.2 Directors are entitled to such

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	allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director. 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day. 22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. 22.6 Where a director is appointed to office as chairman, as managing director or as the holder of an executive position, that appointment will terminate immediately upon him ceasing to be a director. Termination under this Article 22.6 of a director's appointment will be without prejudice to any claim for damages for breach of the director's contract of service with the Company.	remuneration as the directors determine – (a) for their services to the Company as directors; and (b) for any other service which they undertake for the Company. 22.3 Subject to the Articles, a director's remuneration may: (a) take any form; and (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director. 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day. 22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. 22.6 Where a director is appointed to office as chairman, as managing director or as the holder of an executive position, that

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		appointment will terminate immediately upon him ceasing to be a director. Termination under this Article 22.6 of a director's appointment will be without prejudice to any claim for damages for breach of the director's contract of service with the Company.
97. Remuneration of executive Directors The salary or remuneration of any Director appointed to hold any employment or executive office may be either a fixed sum of money or may altogether or in part be governed by business done or profits made or otherwise determined by the Board and may be in addition to or in lieu of any fee payable to him for his services as Director pursuant to these Articles.	22 DIRECTORS' REMUNERATION 22.1 Directors may undertake any services for the Company that the directors decide. 22.2 Directors are entitled to such remuneration as the directors determine – (a) for their services to the Company as directors; and (b) for any other service which they undertake for the Company. 22.3 Subject to the Articles, a director's remuneration may: (a) take any form; and (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director. 22.4 Unless the directors decide otherwise,	~~97. Remuneration of executive Directors~~ ~~The salary or remuneration of any Director appointed to hold any employment or executive office may be either a fixed sum of money or may altogether or in part be governed by business done or profits made or otherwise determined by the Board and may be in addition to or in lieu of any fee payable to him for his services as Director pursuant to these Articles.~~ 22 DIRECTORS' REMUNERATION 22.1 Directors may undertake any services for the Company that the directors decide. 22.2 Directors are entitled to such remuneration as the directors determine – (a) for their services to the Company as directors; and (b) for any other service which they

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	directors' remuneration accrues from day to day. 22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. 22.6 Where a director is appointed to office as chairman, as managing director or as the holder of an executive position, that appointment will terminate immediately upon him ceasing to be a director. Termination under this Article 22.6 of a director's appointment will be without prejudice to any claim for damages for breach of the director's contract of service with the Company.	undertake for the Company. 22.3 Subject to the Articles, a director's remuneration may: (a) take any form; and (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director. 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day. 22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. 22.6 Where a director is appointed to office as chairman, as managing director or as the holder of an executive position, that appointment will terminate immediately upon him ceasing to be a director. Termination under this Article 22.6 of a director's appointment will be without prejudice to any claim for damages for breach of the director's contract of service

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		with the Company.
98. Pensions and other benefits The Board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (whether by insurance or otherwise) for or to institute and maintain any institution, association, society, club, trust, other establishment or profit sharing, share incentive, share purchase or employees' share scheme calculated to advance the interests of the Company or to benefit any person who is or has at any time been a Director of the Company or any company which is a subsidiary company of or allied to or associated with the Company or any such subsidiary or any predecessor in business of the Company or of any such subsidiary and for any member of his family (including a spouse or former spouse or civil partner or former civil partner) and any person who is or was dependent on him. For such purpose the Board may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust or fund and pay premiums and, subject to the provisions of the Acts, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with, any of the aforesaid matters or bodies. The Board may procure any of such	22 DIRECTORS' REMUNERATION 22.1 Directors may undertake any services for the Company that the directors decide. 22.2 Directors are entitled to such remuneration as the directors determine – (a) for their services to the Company as directors; and (b) for any other service which they undertake for the Company. 22.3 Subject to the Articles, a director's remuneration may: (a) take any form; and (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director. 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day. 22.5 Unless the directors decide otherwise, directors are not accountable to the Company	~~98. Pensions and other benefits~~ ~~The Board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (whether by insurance or otherwise) for or to institute and maintain any institution, association, society, club, trust, other establishment or profit sharing, share incentive, share purchase or employees' share scheme calculated to advance the interests of the Company or to benefit any person who is or has at any time been a Director of the Company or any company which is a subsidiary company of or allied to or associated with the Company or any such subsidiary or any predecessor in business of the Company or of any such subsidiary and for any member of his family (including a spouse or former spouse or civil partner or former civil partner) and any person who is or was dependent on him. For such purpose the Board may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust or fund and pay premiums and, subject to the provisions of the Acts, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with, any~~

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matters to be done by the Company either alone or in conjunction with any other person. Any Director or former Director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this Article and shall not be obliged to account for it to the Company.	for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. 22.6 Where a director is appointed to office as chairman, as managing director or as the holder of an executive position, that appointment will terminate immediately upon him ceasing to be a director. Termination under this Article 22.6 of a director's appointment will be without prejudice to any claim for damages for breach of the director's contract of service with the Company.	~~of the aforesaid matters or bodies. The Board may procure any of such matters to be done by the Company either alone or in conjunction with any other person. Any Director or former Director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this Article and shall not be obliged to account for it to the Company.~~ 22 DIRECTORS' REMUNERATION 22.1 Directors may undertake any services for the Company that the directors decide. 22.2 Directors are entitled to such remuneration as the directors determine – (a) for their services to the Company as directors; and (b) for any other service which they undertake for the Company. 22.3 Subject to the Articles, a director's remuneration may: (a) take any form; and (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in

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		respect of that director. 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day. 22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. 22.6 Where a director is appointed to office as chairman, as managing director or as the holder of an executive position, that appointment will terminate immediately upon him ceasing to be a director. Termination under this Article 22.6 of a director's appointment will be without prejudice to any claim for damages for breach of the director's contract of service with the Company
99. Powers of the Board Subject to the provisions of the Acts and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company whether relating to the management of the business or not. No alteration of these	4 DIRECTORS' GENERAL AUTHORITY 4.1 Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. 4.2 Without the need for a special	~~99. Powers of the Board~~ ~~Subject to the provisions of the Acts and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company whether relating to the management of the business or not. No~~

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Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article.	resolution of the Company, the Company may at any time change its name by a decision of the directors; and where the directors decide to change the name, they shall procure that all requisite actions are taken to effect that decision with the Registrar of Companies in accordance with section 79 of the Companies Act 2006.	~~alteration of these Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article.~~ 4 DIRECTORS' GENERAL AUTHORITY 4.1 Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. 4.2 Without the need for a special resolution of the Company, the Company may at any time change its name by a decision of the directors; and where the directors decide to change the name, they shall procure that all requisite actions are taken to effect that decision with the Registrar of Companies in accordance with section 79 of the Companies Act 2006.
100. Powers of Directors being less than minimum number If the number of Directors is less than the minimum for the time being prescribed by	None	~~100. Powers of Directors being less than minimum number~~ ~~If the number of Directors is less than the minimum for the time being prescribed by~~

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these Articles the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there is no Director or Directors able or willing to act, any two members may summon a general meeting for the purpose of appointing Directors. Subject to the provisions of these Articles, any additional 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.		~~these Articles the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there is no Director or Directors able or willing to act, any two members may summon a general meeting for the purpose of appointing Directors. Subject to the provisions of these Articles, any additional 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.~~
101. Powers of executive Directors The Board may from time to time: (a) delegate or entrust to and confer on any Director holding executive office (including a Managing Director) such of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit; and (b) revoke, withdraw, alter or vary all or any of such powers.	4 DIRECTORS' GENERAL AUTHORITY 4.1 Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. 4.2 Without the need for a special resolution of the Company, the Company may at any time change its name by a decision of the directors; and where the directors decide to change the name, they shall procure that all requisite actions are taken to effect that decision with the Registrar of Companies in accordance with section 79 of the Companies	~~101. Powers of executive Directors~~ ~~The Board may from time to time:~~ ~~(a) delegate or entrust to and confer on any Director holding executive office (including a Managing Director) such of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit; and~~ 4 DIRECTORS' GENERAL AUTHORITY 4.1 Subject to the Articles, the directors are responsible for the management of the

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	Act 2006. 6 DIRECTORS MAY DELEGATE 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles: (a) to such person or committee; (b) by such means (including by power of attorney); (c) to such an extent; (d) in relation to such matters or territories; and (e) on such terms and conditions as they think fit. 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.	Company's business, for which purpose they may exercise all the powers of the Company. 4.2 Without the need for a special resolution of the Company, the Company may at any time change its name by a decision of the directors; and where the directors decide to change the name, they shall procure that all requisite actions are taken to effect that decision with the Registrar of Companies in accordance with section 79 of the Companies Act 2006. 6 DIRECTORS MAY DELEGATE 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles: (a) to such person or committee; (b) ~~revoke, withdraw, alter or vary all or any of such powers.~~by such means (including by power of attorney); (c) to such an extent; (d) in relation to such matters or territories; and (e) on such terms and conditions

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		as they think fit. 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
None	5 Shareholders' Reserve Power 5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action. 5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.	5 Shareholders' Reserve Power 5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action. 5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.
102. Delegation to committees 102.1 Constituting committees The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Directors and (if thought fit) one or more other persons	6 DIRECTORS MAY DELEGATE 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles: (a) to such person or committee; (b) by such means (including by power of attorney);	~~102.~~6 ~~Delegation to committees~~DIRECTORS MAY DELEGATE 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles: ~~102.1 Constituting committees~~ ~~The Board may delegate any of its powers, authorities and discretions (with power to~~

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provided that: (a) a majority of the members of a committee shall be Directors; and (b) no resolution of a committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors. Any committee so formed may exercise its power to sub-delegate by sub-delegating to any person or persons (whether or not a member or members of the Board or of the Committee). 102.2 Powers of committee The Board may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee. Subject to any terms and conditions expressly imposed by the Board, the proceedings of a committee with 2 or more members shall be	(c) to such an extent; (d) in relation to such matters or territories; and (e) on such terms and conditions as they think fit. 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions. 7 COMMITTEES 7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors. 7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.	~~sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Directors and (if thought fit) one or more other persons provided that:~~ (a) ~~a majority of the members of a~~to such person or committee ~~shall be Directors; and~~; ~~(b) no resolution of a committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors.~~ ~~Any committee so formed may exercise its power to sub-delegate by sub-delegating to any person or persons (whether or not a member or members of the Board or of the Committee).~~ ~~102.2 Powers of committee~~ ~~The Board may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as~~

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governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.		~~if it were a reference to the exercise of such power, authority or discretion by such committee. Subject to any terms and conditions expressly imposed by the Board, the proceedings of a committee with 2 or more members shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.~~ (b) by such means (including by power of attorney); (c) to such an extent; (d) in relation to such matters or territories; and (e) on such terms and conditions as they think fit. 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions. 7 COMMITTEES 7.1 Committees to which the directors

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		delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors. 7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.
103. Local management The Board may establish any local group or divisional boards or agencies for managing any of the affairs of the Company in any specified locality either in the United Kingdom or elsewhere and may appoint any persons to be members of such local or divisional board or any managers or agents, may fix their remuneration and remove any person so appointed. The Board may delegate (with power to sub-delegate) to any local group or divisional board manager or agent so appointed any of its powers, authorities and discretions other than the power to borrow and make calls and may authorise the members for the time being of any such local or divisional board or any of them to fill any vacancies and to act notwithstanding vacancies, and any such appointment or delegation may be made for such time on such terms and subject to such conditions as the Board may think fit. The Board may confer such powers either	6 DIRECTORS MAY DELEGATE 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles: (a) to such person or committee; (b) by such means (including by power of attorney); (c) to such an extent; (d) in relation to such matters or territories; and (e) on such terms and conditions as they think fit. 6.2 If the directors so specify, any such delegation may authorise further delegation of	~~103.~~6 ~~Local management~~DIRECTORS MAY DELEGATE ~~The Board may establish any local group or divisional boards or agencies for managing any of the affairs of the Company in any specified locality either in the United Kingdom or elsewhere and may appoint any persons to be members of such local or divisional board or any managers or agents, may fix their remuneration and remove any person so appointed. The Board may delegate (with power to sub-delegate) to any local group or divisional board manager or agent so appointed any of its powers, authorities and discretions other than the power to borrow and make calls and may authorise the members for the time being of any such local or divisional board or any of them to fill any vacancies and to act notwithstanding vacancies, and any such appointment or delegation may be made for such time on such terms and subject to~~

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collectively with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any local group or divisional board or agency with 2 or more members shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.	the directors' powers by any person to whom they are delegated. 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.	~~such conditions as the Board may think fit. The Board may confer such powers either collectively with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any local group or divisional board or agency with 2 or more members shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.~~ 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles: (a) to such person or committee; (b) by such means (including by power of attorney); (c) to such an extent; (d) in relation to such matters or territories; and (e) on such terms and conditions as they think fit. 6.2 If the directors so specify, any such

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		delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
104. Power of attorney The Board may by power of attorney or otherwise appoint any company, firm, person or persons (including registrars) to be the agent or attorney of the Company and may delegate (with power to sub-delegate) to any such agent or attorney or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, any of its powers, authorities and discretions, in each case for such purposes and for such time, on such terms (including as to remuneration) and subject to such conditions as it thinks fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers. Any such appointment or power of attorney may contain such provisions for the protection and convenience of persons dealing with any such agent or attorney as the Board may think fit.	6 DIRECTORS MAY DELEGATE 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles: (a) to such person or committee; (b) by such means (including by power of attorney); (c) to such an extent; (d) in relation to such matters or territories; and (e) on such terms and conditions as they think fit. 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.	~~104.~~6 ~~Power of attorney~~DIRECTORS MAY DELEGATE ~~The Board may by power of attorney or otherwise appoint any company, firm, person or persons (including registrars) to be the agent or attorney of the Company and may delegate (with power to sub-delegate) to any such agent or attorney or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, any of its powers, authorities and discretions, in each case for such purposes and for such time, on such terms (including as to remuneration) and subject to such conditions as it thinks fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers. Any such appointment or power of attorney may contain such provisions for the protection and convenience of persons dealing with any such agent or attorney as~~

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	6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.	~~the Board may think fit.~~ 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles: (a) to such person or committee; (b) by such means (including by power of attorney); (c) to such an extent; (d) in relation to such matters or territories; and (e) on such terms and conditions as they think fit. 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
105. Associate Directors The Board may appoint any person (not being a Director) to any office or employment having	None	~~105. Associate Directors~~ ~~The Board may appoint any person (not being a Director) to any office or~~

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a designation or title including the word "director" or attach to any existing office or employment with the Company such designation or title and may define, limit, vary or restrict the powers, authorities and discretions of persons so appointed and may terminate any such appointment subject to any contract between him and the Company or the use of such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that such person is or is deemed to be or is empowered in any respect to act as a Director or a member of any committee of the Board of Directors for any of the purposes of the Acts or these Articles.		~~employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such designation or title and may define, limit, vary or restrict the powers, authorities and discretions of persons so appointed and may terminate any such appointment subject to any contract between him and the Company or the use of such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that such person is or is deemed to be or is empowered in any respect to act as a Director or a member of any committee of the Board of Directors for any of the purposes of the Acts or these Articles.~~
106. Exercise of voting power The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised by the Company in such manner in all respects as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of any Director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).	None	~~106. Exercise of voting power~~ ~~The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised by the Company in such manner in all respects as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of any Director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).~~

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107. Provision for employees on cessation or transfer of business The Board may exercise any power conferred on the Company by the Acts to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary. Any payments to be made by pursuant to any power exercised under this Article shall be made in accordance with Section 247 of the 2006 Act.	70 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS 70.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.	70 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS 70.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary. ~~107. Provision for employees on cessation or transfer of business~~ ~~The Board may exercise any power conferred on the Company by the Acts to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary. Any payments to be made by pursuant to any power exercised under this Article shall be made in accordance with Section 247 of the 2006 Act.~~
108. Overseas registers Subject to the provisions of the Acts and the Uncertificated Regulations, the Board may exercise the powers conferred on the	None	~~108. Overseas registers~~ ~~Subject to the provisions of the Acts and the Uncertificated Regulations, the Board may exercise the powers conferred on the~~

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Company with regard to the keeping of an overseas branch register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.		~~Company with regard to the keeping of an overseas branch register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.~~
109. Borrowing powers 109.1 Directors' powers Subject as herein provided and to the provisions of the Acts, the Directors may exercise all the powers of the Company to borrow money, to guarantee, to indemnify and to mortgage or charge its undertaking, property, assets (present and future) and uncalled capital or any part or parts thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. 109.2 Limitation on borrowing powers The Board shall restrict the borrowings of the Company and exercise all voting and other rights and powers of control exercisable by the Company in respect of its subsidiary undertakings so as to secure (and as regards its subsidiary undertakings in so far as it can secure by such exercise) that the aggregate principal amount at any one time outstanding in respect of moneys borrowed by the Group (exclusive of moneys borrowed by one Group Company from another and after deducting	None	~~109. Borrowing powers~~ ~~109.1 Directors' powers~~ ~~Subject as herein provided and to the provisions of the Acts, the Directors may exercise all the powers of the Company to borrow money, to guarantee, to indemnify and to mortgage or charge its undertaking, property, assets (present and future) and uncalled capital or any part or parts thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.~~ ~~109.2 Limitation on borrowing powers~~ ~~The Board shall restrict the borrowings of the Company and exercise all voting and other rights and powers of control exercisable by the Company in respect of its subsidiary undertakings so as to secure (and as regards its subsidiary undertakings in so far as it can secure by such exercise) that the aggregate principal amount at any one time outstanding in respect of moneys borrowed by the Group (exclusive of moneys borrowed by one Group Company~~

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cash deposited) shall not at any time without the previous sanction of an ordinary resolution of the Company exceed the greater of £25 million and an amount equal to 3 times the Adjusted Capital and Reserves. 109.3 Definitions For the purposes only of this Article 109: (a) the "Adjusted Capital and Reserves" means a sum equal to the aggregate from time to time of: (i) the amount paid up (or credited as or deemed to be paid up) on the issued share capital of the Company; and (ii) the amount outstanding to the credit of the capital and revenue reserves of the Group, whether or not distributable (including without limitation any share premium account, capital redemption reserve fund, or revaluation reserve and credit or debit balance on any other reserve) after adding thereto or deducting there from any balance standing to the credit or debit of the income statement of the Group; all as shown in the relevant balance sheet of the Group but after: (iii) making such adjustments as may be appropriate to reflect: (A) any variation in the amount of the paid		~~from another and after deducting cash deposited) shall not at any time without the previous sanction of an ordinary resolution of the Company exceed the greater of £25 million and an amount equal to 3 times the Adjusted Capital and Reserves.~~ ~~109.3 Definitions~~ ~~For the purposes only of this Article 109:~~ ~~(a) the "Adjusted Capital and Reserves" means a sum equal to the aggregate from time to time of:~~ ~~(i) the amount paid up (or credited as or deemed to be paid up) on the issued share capital of the Company; and~~ ~~(ii) the amount outstanding to the credit of the capital and revenue reserves of the Group, whether or not distributable (including without limitation any share premium account, capital redemption reserve fund, or revaluation reserve and credit or debit balance on any other reserve) after adding thereto or deducting there from any balance standing to the credit or debit of the income statement of the Group; all as shown in the relevant balance sheet of the Group but after:~~ ~~(iii) making such adjustments as may~~

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up share capital, the share premium account or the capital redemption reserve or any such reserves since the date of the relevant balance sheet and so that for the purpose of making such adjustments: (i) if any issue or proposed allotment of shares by the Company for cash has been underwritten, then such shares shall be deemed to have been allotted and the amount (including the premium) of the subscription monies payable in respect thereof (not being monies payable later than six months after the date of allotment) shall be deemed to have been paid up to the extent so underwritten on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, the date on which it became unconditional); and (ii) subject as aforesaid, share capital (including any premium) shall be deemed to have been paid up as soon as it has been unconditionally agreed to be subscribed or taken up (within six months of such agreement) by any person; (B) any variation since the date of the relevant balance sheet in the interests of the Company in its subsidiary undertakings or of the companies comprising the Group; and (C) where the calculation is required for the purposes of or in connection with a		~~be appropriate to reflect:~~ ~~(A) any variation in the amount of the paid up share capital, the share premium account or the capital redemption reserve or any such reserves since the date of the relevant balance sheet and so that for the purpose of making such adjustments:~~ ~~(i) if any issue or proposed allotment of shares by the Company for cash has been underwritten, then such shares shall be deemed to have been allotted and the amount (including the premium) of the subscription monies payable in respect thereof (not being monies payable later than six months after the date of allotment) shall be deemed to have been paid up to the extent so underwritten on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, the date on which it became unconditional); and~~ ~~(ii) subject as aforesaid, share capital (including any premium) shall be deemed to have been paid up as soon as it has been unconditionally agreed to be subscribed or taken up (within six months of such agreement) by any person;~~ ~~(B) any variation since the date of the relevant balance sheet in the interests of the Company in its subsidiary undertakings or of the companies comprising the Group;~~

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transaction under or in connection with which any company is to become or cease to be a subsidiary undertaking, such adjustments as would be appropriate if such transactions had been carried into effect; (iv) excluding (so far as not already excluded): (A) amounts attributable to the proportion of the issued equity share capital of any subsidiary undertaking which is not attributable directly or indirectly to the Company; (B) any sum set aside for taxation (including deferred taxation); and (C) the effect on the reserves of any retirement benefits scheme deficit or surplus (net of associated deferred tax) which would otherwise be included in accordance with applicable accounting standards; (v) deducting: (A) sums equivalent to the book values of goodwill (other than goodwill arising on consolidation) and other intangible assets shown in the relevant balance sheet; and (B) the amount of any distribution declared, recommended or made by any Group Company to a person other than a Group Company out of profits accrued up to		~~and~~ ~~(C) where the calculation is required for the purposes of or in connection with a transaction under or in connection with which any company is to become or cease to be a subsidiary undertaking, such adjustments as would be appropriate if such transactions had been carried into effect;~~ ~~(iv) excluding (so far as not already excluded):~~ ~~(A) amounts attributable to the proportion of the issued equity share capital of any subsidiary undertaking which is not attributable directly or indirectly to the Company;~~ ~~(B) any sum set aside for taxation (including deferred taxation); and~~ ~~(C) the effect on the reserves of any retirement benefits scheme deficit or surplus (net of associated deferred tax) which would otherwise be included in accordance with applicable accounting standards;~~ ~~(v) deducting:~~ ~~(A) sums equivalent to the book values of goodwill (other than goodwill arising on consolidation) and other intangible assets~~

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and including the date of (and not provided for in) the relevant balance sheet; (b) "cash deposited" means an amount equal to the aggregate of the amounts beneficially owned by Group Companies which are deposited for the time being with any bank or other person (not being a Group Company) and which are repayable to any Group Company on demand or within three months of such demand subject, in the case of amounts deposited by a partly-owned subsidiary, to the exclusion of a proportion thereof equal to the proportion of its issued equity share capital which is not attributable, directly or indirectly, to the Company; (c) "moneys borrowed" include not only moneys borrowed but also the following except in so far as otherwise taken into account: (i) the nominal amount of any issued and paid up share capital and the principal amount of any debenture or borrowings of any person together with any fixed or minimum premium payable on redemption, the beneficial interest in which or right to repayment to which is not for the time being owned by a Group Company but the payment or repayment of which is the subject of a guarantee or indemnity by a Group Company or is wholly (or to the extent part secured, partly) secured on the assets or the undertaking of a Group Company;		~~shown in the relevant balance sheet; and~~ ~~(B) the amount of any distribution declared, recommended or made by any Group Company to a person other than a Group Company out of profits accrued up to and including the date of (and not provided for in) the relevant balance sheet;~~ ~~(b) "cash deposited" means an amount equal to the aggregate of the amounts beneficially owned by Group Companies which are deposited for the time being with any bank or other person (not being a Group Company) and which are repayable to any Group Company on demand or within three months of such demand subject, in the case of amounts deposited by a partly-owned subsidiary, to the exclusion of a proportion thereof equal to the proportion of its issued equity share capital which is not attributable, directly or indirectly, to the Company;~~ ~~(c) "moneys borrowed" include not only moneys borrowed but also the following except in so far as otherwise taken into account:~~ ~~(i) the nominal amount of any issued and paid up share capital and the principal amount of any debenture or borrowings of any person together with any fixed or minimum premium payable on redemption,~~

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(ii) the principal amount raised by any Group Company by acceptances or under any acceptance credit opened on its behalf by any bank or acceptance house (not being a Group Company) other than acceptances and acceptance credits relating to the purchase of goods or services in the ordinary course of trading and outstanding for six months or less; (iii) the principal amount of any debenture (whether secured or unsecured) of any Group Company beneficially owned otherwise than by a Group Company; (iv) the nominal amount of any preference (or other non-equity) share capital of any subsidiary beneficially owned otherwise than by a Group Company; (v) any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing (but any premium payable on final repayment of an amount not to be taken into account as moneys borrowed shall not be taken into account); and (vi) any fixed amount in respect of a hire-purchase agreement or of a finance lease payable in either case by a Group Company which would be shown at the material time as an obligation in a balance sheet prepared in accordance with the accounting principles used in the preparation of the relevant balance sheet (and for the purpose of this sub-		~~the beneficial interest in which or right to repayment to which is not for the time being owned by a Group Company but the payment or repayment of which is the subject of a guarantee or indemnity by a Group Company or is wholly (or to the extent part secured, partly) secured on the assets or the undertaking of a Group Company;~~ ~~(ii) the principal amount raised by any Group Company by acceptances or under any acceptance credit opened on its behalf by any bank or acceptance house (not being a Group Company) other than acceptances and acceptance credits relating to the purchase of goods or services in the ordinary course of trading and outstanding for six months or less;~~ ~~(iii) the principal amount of any debenture (whether secured or unsecured) of any Group Company beneficially owned otherwise than by a Group Company;~~ ~~(iv) the nominal amount of any preference (or other non-equity) share capital of any subsidiary beneficially owned otherwise than by a Group Company;~~ ~~(v) any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing (but any premium payable on final repayment of an~~

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paragraph (vi) “finance lease” means a contract between a lessor and a Group Company as lessee or sub-lessee where substantially all the risks and rewards of the ownership of the asset leased or sub-leased are to be borne by that Group Company and “hire-purchase agreement” means a contract of hire-purchase between a hire-purchase lender and a Group Company as hirer); but do not include: (vii) moneys borrowed by any Group Company for the purpose of repaying within 6 months of being first borrowed the whole or any part of any moneys borrowed and then outstanding (including any premium payable on final repayment) of that or any other Group Company pending their application for such purpose within that period; (viii) moneys borrowed by any Group Company for the purpose of financing any contract in respect of which any payment of the price receivable under the contract by that or any other Group Company is guaranteed or insured by the Export Credits Guarantee Department or by any other institution fulfilling a similar function up to an amount equal to but not exceeding that part of the price receivable under the contract which is so guaranteed or insured; (ix) an amount equal to the moneys		~~amount not to be taken into account as moneys borrowed shall not be taken into account); and~~ ~~(vi) any fixed amount in respect of a hire-purchase agreement or of a finance lease payable in either case by a Group Company which would be shown at the material time as an obligation in a balance sheet prepared in accordance with the accounting principles used in the preparation of the relevant balance sheet (and for the purpose of this sub-paragraph (vi) “finance lease” means a contract between a lessor and a Group Company as lessee or sub-lessee where substantially all the risks and rewards of the ownership of the asset leased or sub-leased are to be borne by that Group Company and “hire-purchase agreement” means a contract of hire-purchase between a hire-purchase lender and a Group Company as hirer);~~ ~~but do not include:~~ ~~(vii) moneys borrowed by any Group Company for the purpose of repaying within 6 months of being first borrowed the whole or any part of any moneys borrowed and then outstanding (including any premium payable on final repayment) of that or any other Group Company pending their application for such purpose within that~~

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borrowed of any company outstanding immediately after it becomes a Group Company provided that it became a Group Company during the 6 months preceding the calculation; (x) an amount equal to the amount secured on an asset immediately after it was acquired by a Group Company provided that it was acquired during the six months preceding the calculation; (xi) notwithstanding sub-paragraphs (i) to (vi) above, the proportion of moneys borrowed by a Group Company (and not owing to another Group Company) which is equal to the proportion of its issued equity share capital not attributable directly or indirectly to the Company; (xii) amounts borrowed or raised which are for the time being deposited with HM Revenue & Customs or any other body designated by any relevant legislation or order in connection with import deposits or any similar government scheme to the extent that a member of the Group retains an interest therein; and in sub-paragraphs (vii) to (xii) above references to amounts of moneys borrowed include references to amounts which, but for the exclusion under those sub-paragraphs, would fall to be included;		~~period;~~ ~~(viii) moneys borrowed by any Group Company for the purpose of financing any contract in respect of which any payment of the price receivable under the contract by that or any other Group Company is guaranteed or insured by the Export Credits Guarantee Department or by any other institution fulfilling a similar function up to an amount equal to but not exceeding that part of the price receivable under the contract which is so guaranteed or insured;~~ ~~(ix) an amount equal to the moneys borrowed of any company outstanding immediately after it becomes a Group Company provided that it became a Group Company during the 6 months preceding the calculation;~~ ~~(x) an amount equal to the amount secured on an asset immediately after it was acquired by a Group Company provided that it was acquired during the six months preceding the calculation;~~ ~~(xi) notwithstanding sub-paragraphs (i) to (vi) above, the proportion of moneys borrowed by a Group Company (and not owing to another Group Company) which is equal to the proportion of its issued equity share capital not attributable directly or~~

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(d) there shall be credited against the amount of any moneys borrowed any cash deposited with any bank or other person (whether on current account or otherwise) not being a Group Company and which is repayable to any Group Company on demand or within three months of any demand; (e) for the avoidance of doubt it is hereby expressly provided that for the purposes of the limit set out in Article 109.2 (Limitations on borrowing powers) the following sums shall be deemed not to be moneys borrowed of the Group: (i) any and all sums retained by any member of the Group (or their agent or nominee) under the terms of any contract or other arrangement relating to the construction of capital projects where the retention is made for the purposes of securing satisfactory completion and entry into service of the project for so long as and to the extent that any member of the Group is entitled to retain such sums under the relevant contract or arrangement; (ii) sums advanced or paid to any member of the Group (or their agent or nominee) by customers of any member of the Group as pre-payments or progress payments or payments on account or by way of deposit or security in respect of any products or services or any guarantees or indemnities given by any		~~indirectly to the Company;~~ ~~(xii) amounts borrowed or raised which are for the time being deposited with HM Revenue & Customs or any other body designated by any relevant legislation or order in connection with import deposits or any similar government scheme to the extent that a member of the Group retains an interest therein;~~ ~~and in sub-paragraphs (vii) to (xii) above references to amounts of moneys borrowed include references to amounts which, but for the exclusion under those sub-paragraphs, would fall to be included;~~ ~~(d) there shall be credited against the amount of any moneys borrowed any cash deposited with any bank or other person (whether on current account or otherwise) not being a Group Company and which is repayable to any Group Company on demand or within three months of any demand;~~ ~~(e) for the avoidance of doubt it is hereby expressly provided that for the purposes of the limit set out in Article 109.2 (Limitations on borrowing powers) the following sums shall be deemed not to be moneys borrowed of the Group:~~ ~~(i) any and all sums retained by any~~

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member of the Group or under any sales contracts or settlements systems; and (iii) sums which otherwise would fall to be treated as borrowed moneys of any member of the Group which were treated with the concurrence of the Auditors and in accordance with any current Statement of Standard Accounting Practice or other accountancy principle or practice generally accepted for the time being in the United Kingdom in the latest audited balance sheet of the relevant member of the Group on which such consolidation was based as otherwise than borrowed moneys of that member of the Group or sums which were incurred after the date of the latest audited balance sheet and, in the reasonable opinion of the Board, would have been so treated had they been outstanding at that date. (f) "relevant balance sheet" means the latest published audited consolidated balance sheet of the Group, but where the Company has no subsidiaries it means the balance sheet and profit and loss account of the Company and, where the Company has subsidiaries but there are no consolidated accounts of the Group, it means the respective balance sheets and profit and loss accounts of the companies comprising the Group; (g) "equity share capital" shall be construed in relation to a subsidiary undertaking without a share capital in the		~~member of the Group (or their agent or nominee) under the terms of any contract or other arrangement relating to the construction of capital projects where the retention is made for the purposes of securing satisfactory completion and entry into service of the project for so long as and to the extent that any member of the Group is entitled to retain such sums under the relevant contract or arrangement;~~ ~~(ii) sums advanced or paid to any member of the Group (or their agent or nominee) by customers of any member of the Group as pre-payments or progress payments or payments on account or by way of deposit or security in respect of any products or services or any guarantees or indemnities given by any member of the Group or under any sales contracts or settlements systems; and~~ ~~(iii) sums which otherwise would fall to be treated as borrowed moneys of any member of the Group which were treated with the concurrence of the Auditors and in accordance with any current Statement of Standard Accounting Practice or other accountancy principle or practice generally accepted for the time being in the United Kingdom in the latest audited balance sheet of the relevant member of the Group on which such consolidation was based as otherwise than borrowed moneys of that~~

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same manner as "shares" are defined in relation to an undertaking without a share capital under Section 1161(2)(a) and (b) of the 2006 Act. 109.4 Currency conversion When the aggregate amount borrowed required to be taken into account for the purposes of this Article 109 on any particular day is being ascertained any of such moneys denominated or repayable in a currency other than sterling shall if not subject to a contract or arrangement determining the rate of exchange be converted for the purpose of calculating the sterling equivalent either: (a) with the exception of Excepted Foreign Currency Borrowings (as hereinafter defined), at the rate of exchange prevailing at the material time in London provided that the moneys comprising such borrowing shall be translated (if thereby such sterling amount would be less) at the option of the Company at the rate of exchange prevailing in London six months before such time. For the purposes of this sub-paragraph the rate of exchange shall be taken as the middle market rate as at the close of business in London on the relevant day or, if such day is not a business day, on the last business day before the day in question; (b) in the case of any Excepted Foreign		~~member of the Group or sums which were incurred after the date of the latest audited balance sheet and, in the reasonable opinion of the Board, would have been so treated had they been outstanding at that date.~~ ~~(f) "relevant balance sheet" means the latest published audited consolidated balance sheet of the Group, but where the Company has no subsidiaries it means the balance sheet and profit and loss account of the Company and, where the Company has subsidiaries but there are no consolidated accounts of the Group, it means the respective balance sheets and profit and loss accounts of the companies comprising the Group;~~ ~~(g) "equity share capital" shall be construed in relation to a subsidiary undertaking without a share capital in the same manner as "shares" are defined in relation to an undertaking without a share capital under Section 1161(2)(a) and (b) of the 2006 Act.~~ ~~109.4 Currency conversion~~ ~~When the aggregate amount borrowed required to be taken into account for the purposes of this Article 109 on any particular day is being ascertained any of such moneys denominated or repayable in~~

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Currency Borrowings, at the rate of exchange which would be applicable to the moneys comprising such borrowing on their repayment to the extent that such rate of exchange is fixed under any Exchange Cover Scheme (as hereinafter defined) in connection with such moneys borrowed provided that where it is not possible to determine the rate of exchange applicable at the time of repayment of any such moneys borrowed they shall be translated into sterling under the terms of the applicable Exchange Cover Scheme on such basis as may be agreed with or determined by the Auditors or, if this is agreed by the Auditors not to be practicable, in accordance with the provisions of sub-paragraph (a) above; For the purpose of this Article 109.4: (i) "Excepted Foreign Current Borrowings" means moneys borrowed denominated or repayable in a currency other than sterling which have the benefit of an Exchange Cover Scheme and "Exchange Cover Scheme" means any exchange cover scheme, forward currency contract, currency option, back to back loan, swap or other arrangement taken out or entered into to reduce the risks associated with fluctuations in exchange rates; and (ii) where under the terms of any borrowing the amount of money which would be required to discharge the principal amount		~~a currency other than sterling shall if not subject to a contract or arrangement determining the rate of exchange be converted for the purpose of calculating the sterling equivalent either:~~ ~~(a) with the exception of Excepted Foreign Currency Borrowings (as hereinafter defined), at the rate of exchange prevailing at the material time in London provided that the moneys comprising such borrowing shall be translated (if thereby such sterling amount would be less) at the option of the Company at the rate of exchange prevailing in London six months before such time. For the purposes of this sub-paragraph the rate of exchange shall be taken as the middle market rate as at the close of business in London on the relevant day or, if such day is not a business day, on the last business day before the day in question;~~ ~~(b) in the case of any Excepted Foreign Currency Borrowings, at the rate of exchange which would be applicable to the moneys comprising such borrowing on their repayment to the extent that such rate of exchange is fixed under any Exchange Cover Scheme (as hereinafter defined) in connection with such moneys borrowed provided that where it is not possible to determine the rate of exchange applicable at the time of repayment of any such~~

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of moneys borrowed in full if it failed to be repaid (whether at the option of the company borrowing the same or by reason of default) at such material time is less than the amount which would otherwise be taken into account in respect of such moneys borrowed for the purposes of this Article, the amount of such moneys borrowed to be taken into account shall be such lesser amount. 109.5 Certification A report or certificate of the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of moneys borrowed falling to be taken into account for the purposes of this Article 109 or to the effect that the limit imposed by this Article 109 has not been or will not be exceeded at any particular time or times or as a result of any particular transaction or transactions shall be conclusive evidence of the amount or of that fact. 109.6 Bona fide estimate Nevertheless for the purposes of this Article the Directors may at any time act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves and if in consequence the limit set out in Article 109.2 (Limitations on borrowing powers) is inadvertently exceeded, an amount borrowed equal to the excess may be disregarded until the expiration of three months after the date on		~~moneys borrowed they shall be translated into sterling under the terms of the applicable Exchange Cover Scheme on such basis as may be agreed with or determined by the Auditors or, if this is agreed by the Auditors not to be practicable, in accordance with the provisions of sub-paragraph (a) above;~~ ~~For the purpose of this Article 109.4:~~ ~~(i) "Excepted Foreign Current Borrowings" means moneys borrowed denominated or repayable in a currency other than sterling which have the benefit of an Exchange Cover Scheme and "Exchange Cover Scheme" means any exchange cover scheme, forward currency contract, currency option, back to back loan, swap or other arrangement taken out or entered into to reduce the risks associated with fluctuations in exchange rates; and~~ ~~(ii) where under the terms of any borrowing the amount of money which would be required to discharge the principal amount of moneys borrowed in full if it failed to be repaid (whether at the option of the company borrowing the same or by reason of default) at such material time is less than the amount which would otherwise be taken into account in respect of such moneys borrowed for the purposes of this Article, the amount of such moneys borrowed to be~~

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which by reason of a determination of the Auditors or otherwise the Directors become aware that such a situation has or may have arisen. 109.7 Exceeding limits No debt incurred or security given in respect of moneys borrowed in excess of the limit imposed by this Article 109 shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security at the time when the debt was incurred or security given that the limit had been or would thereby be exceeded but no lender or other person dealing with the Company shall be concerned to see or enquire whether such limit is observed.		~~taken into account shall be such lesser amount.~~ ~~109.5 Certification~~ ~~A report or certificate of the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of moneys borrowed falling to be taken into account for the purposes of this Article 109 or to the effect that the limit imposed by this Article 109 has not been or will not be exceeded at any particular time or times or as a result of any particular transaction or transactions shall be conclusive evidence of the amount or of that fact.~~ ~~109.6 Bona fide estimate~~ ~~Nevertheless for the purposes of this Article the Directors may at any time act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves and if in consequence the limit set out in Article 109.2 (Limitations on borrowing powers) is inadvertently exceeded, an amount borrowed equal to the excess may be disregarded until the expiration of three months after the date on which by reason of a determination of the Auditors or otherwise the Directors become aware that such a situation has or may have arisen.~~

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		~~109.7 Exceeding limits~~ ~~No debt incurred or security given in respect of moneys borrowed in excess of the limit imposed by this Article 109 shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security at the time when the debt was incurred or security given that the limit had been or would thereby be exceeded but no lender or other person dealing with the Company shall be concerned to see or enquire whether such limit is observed.~~
110. Duty to exercise independent judgment No Director shall be in breach of his duty to exercise independent judgment pursuant to Section 173 of the 2006 Act if acting in any way authorised by these Articles, which act may otherwise infringe such duty.	15 DIRECTORS' APPOINTMENTS AND INTERESTS 15.1 A director may: (a) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and (b) be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the Company is interested, and where a proposed decision of the directors is concerned with such a transaction, arrangement, office or employment, that director may be counted as participating in the	~~110. Duty to exercise independent judgment~~ ~~No Director shall be in breach of his duty to exercise independent judgment pursuant to Section 173 of the 2006 Act if acting in any way authorised by these Articles, which act may otherwise infringe such duty.~~ 15 DIRECTORS' APPOINTMENTS AND INTERESTS 15.1 A director may: (a) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and (b) be a director or other officer of, or

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	decision making process for quorum and voting purposes. 15.2 Article 15.1 is subject to the relevant director making a declaration of the nature and extent of his interest in accordance with sections 177 and 184 to 187 of the Companies Act 2006. 15.3 The following shall not be treated as an 'interest': (a) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware; (b) an interest of which the other directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest; (c) an interest which cannot reasonably be regarded as giving rise to a conflict of interest; and (d) an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors.	employed by, or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the Company is interested, and where a proposed decision of the directors is concerned with such a transaction, arrangement, office or employment, that director may be counted as participating in the decision making process for quorum and voting purposes. 15.2 Article 15.1 is subject to the relevant director making a declaration of the nature and extent of his interest in accordance with sections 177 and 184 to 187 of the Companies Act 2006. 15.3 The following shall not be treated as an 'interest': (a) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware; (b) an interest of which the other directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest; (c) an interest which cannot reasonably

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	17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating	be regarded as giving rise to a conflict of interest; and (d) an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors. 17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under

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	to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the	Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or

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	matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts. 17.5 In relation to any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.	from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts. 17.5 In relation to any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts): (a) an interested director will not be

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		accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
111. Board meetings Subject to the provisions of these Articles and the Acts, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit.	8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY 8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a unanimous decision under Article 9. 8.2 If the Company only has one director for the time being, the general rule does not apply and the director may, for as long as he remains the sole director, take decisions without regard to any of the provisions of the Articles relating to directors' decision-making (except for his duty to keep records of such decisions under Article 18). For the avoidance of doubt, if the Company only has one director, notwithstanding any other provision of the	~~111. Board meetings~~ ~~Subject to the provisions of these Articles and the Acts, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit.~~ 8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY 8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a unanimous decision under Article 9. 8.2 If the Company only has one director for the time being, the general rule

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	Articles, nothing in the Articles is deemed to require the Company to have more than one director.	does not apply and the director may, for as long as he remains the sole director, take decisions without regard to any of the provisions of the Articles relating to directors' decision-making (except for his duty to keep records of such decisions under Article 18). For the avoidance of doubt, if the Company only has one director, notwithstanding any other provision of the Articles, nothing in the Articles is deemed to require the Company to have more than one director.
112. Notice of Board meetings One Director may, and the Secretary at the request of a Director shall, summon a Board meeting at any time. Notice of a Board meeting shall be deemed to be properly given to a Director if is given to him personally or by word of mouth or sent in writing (whether in hard copy form or electronic form) to him at his last known address or any other address (including electronic address) given by him to the Company for this purpose. A Director may waive the requirement that notice be given to him of any Board meeting either prospectively or retrospectively. It shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom unless he has requested the Board in writing (whether in hard copy form or in electronic form) that notices of Board meetings shall during his absence be given to him at any address in the	10 CALLING A DIRECTORS' MEETING 10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice. 10.2 Notice of any directors' meeting must indicate: (a) its proposed date and time; (b) where it is to take place; and (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting. 10.3 Notice of a directors' meeting must be	10 CALLING A DIRECTORS' MEETING 10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice. ~~112.~~10.2 Notice of ~~Board meetings~~any directors' meeting must indicate: ~~One Director may, and the Secretary at the request of a Director shall, summon a Board meeting at any time. Notice of a Board meeting shall be deemed to be properly given to a Director if is given to him personally or by word of mouth or sent in writing (whether in hard copy form or electronic form) to him at his last known address or any other address (including~~

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United Kingdom (or any electronic address) notified to the Company for this purpose or by telephone where he has notified the Company of the relevant telephone number for such purpose but he shall not in such event be entitled to a longer period of notice than if he had been present in the United Kingdom.	given to each director but need not be in writing. 10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.	~~electronic address) given by him to the Company for this purpose. A Director may waive the requirement that notice be given to him of any Board meeting either prospectively or retrospectively. It shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom unless he has requested the Board in writing (whether in hard copy form or in electronic form) that notices of Board meetings shall during his absence be given to him at any address in the United Kingdom (or any electronic address) notified to the Company for this purpose or by telephone where he has notified the Company of the relevant telephone number for such purpose but he shall not in such event be entitled to a longer period of notice than if he had been present in the United Kingdom~~ (a) its proposed date and time; (b) where it is to take place; and (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting. 10.3 Notice of a directors' meeting must be given to each director but need not be in

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		writing. 10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
113. Quorum Subject to Section 175(6) of the 2006 Act and the provisions of Article 120 (Board authorisation of conflicts of interest) the quorum necessary for the transaction of business may be determined by the Board and until otherwise determined shall be 2 persons, each being a Director or an alternate Director. A person who holds office only as an alternate Director shall only be counted in the quorum if his appointor is not present. A Director or other person who is present at a meeting of the Board in more than one capacity (that is to say as both Director and an alternate Director or as an alternate for more than one Director) shall not be counted as 2 or more for these purposes unless at least one other Director or alternate Director is also present. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers	12 QUORUM FOR DIRECTORS' MEETINGS 12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting. 12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors. Save where there is only one director in the office for the time being, the quorum must never be less than two. Where there is only one director in office for the time being, that director shall form a quorum. 12.3 If the total number of directors for the time being is greater than one but less than the quorum fixed, the directors must not take any decision other than a decision:	~~113. Quorum~~ ~~Subject to Section 175(6) of the 2006 Act and the provisions of Article 120 (Board authorisation of conflicts of interest) the quorum necessary for the transaction of business may be determined by the Board and until otherwise determined shall be 2 persons, each being a Director or an alternate Director. A person who holds office only as an alternate Director shall only be counted in the quorum if his appointor is not present. A Director or other person who is present at a meeting of the Board in more than one capacity (that is to say as both Director and an alternate Director or as an alternate for more than one Director) shall not be counted as 2 or more for these purposes unless at least one other Director or alternate Director is also present. A duly convened meeting of the Board at which a quorum is present shall be~~

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and discretions for the time being vested in or exercisable by the Board. Any Director who ceases to be a Director at a meeting of the Directors may, subject to any provision to the contrary in these Articles, continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting of the Directors if no Director objects and if otherwise a quorum of Directors would not be present.	(a) to appoint further directors; or (b) to call a general meeting so as to enable the shareholders to appoint further directors. 12.4 For the purposes of any meeting held to authorise a director's conflict of interests in accordance with Article 16, if there is only one director in office other than the conflicted director or directors, then the quorum for the meeting shall be one director entitled to vote on the matter in question.	~~competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Board. Any Director who ceases to be a Director at a meeting of the Directors may, subject to any provision to the contrary in these Articles, continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting of the Directors if no Director objects and if otherwise a quorum of Directors would not be present.~~ 12 QUORUM FOR DIRECTORS' MEETINGS 12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting. 12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors. Save where there is only one director in the office for the time being, the quorum must never be less than two. Where there is only one director in office for the time being, that director shall form a quorum. 12.3 If the total number of directors for the time being is greater than one but less than the quorum fixed, the directors must

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		not take any decision other than a decision: (a) to appoint further directors; or (b) to call a general meeting so as to enable the shareholders to appoint further directors. 12.4 For the purposes of any meeting held to authorise a director's conflict of interests in accordance with Article 16, if there is only one director in office other than the conflicted director or directors, then the quorum for the meeting shall be one director entitled to vote on the matter in question.
114. Chairman of Board and other offices 114.1 Appointment of Chairman The Board shall appoint any Chairman, joint Chairman or Deputy Chairman of the Board and shall determine the period for which he is or they are to hold office and may at any time remove him or them from office. If no such Chairman or Deputy Chairman is elected or if at any meeting neither a Chairman nor a Deputy Chairman is present within fifteen minutes of the time appointed for holding it, the Directors present shall choose one of their number to be Chairman of such meeting. In the event of 2 or more Joint Chairmen or in the absence of a Chairman, two or more Deputy	13 CHAIRING OF DIRECTORS' MEETINGS 13.1 The directors may appoint a director to chair their meetings. 13.2 The person so appointed for the time being is known as the chairman. 13.3 The directors may terminate the chairman's appointment at any time. 13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to	13 CHAIRING OF DIRECTORS' MEETINGS 13.1 The directors may appoint a director to chair their meetings. 13.2 The person so appointed for the time being is known as the chairman. 13.3 The directors may terminate the chairman's appointment at any time. 13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of

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Chairmen being present, the Joint Chairman or Deputy Chairman to act as Chairman of the meeting shall be decided by those Directors present. 114.2 Chief Executive Subject to the provisions of the Acts, the Directors may appoint one or more of their number to any office or employment under the Company (including, but without limitation, that of Chief Executive, Managing Director or Joint Managing Director but not including that of auditor), and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director and may also permit any person appointed to be a Director to continue in any office or employment held by him before he was so appointed. Any such appointment, agreement or arrangement may be made for such period (subject to Article 114.4 (Limitation on appointments)) and upon such terms as the Directors determine. 114.3 Delegation of powers Without prejudice to the generality of the foregoing the Directors may entrust to and confer upon any Director holding any such office or employment any of the powers exercisable by them as Directors with power to	chair it.	themselves to chair it. ~~114. Chairman of Board and other offices~~ ~~114.1 Appointment of Chairman~~ ~~The Board shall appoint any Chairman, joint Chairman or Deputy Chairman of the Board and shall determine the period for which he is or they are to hold office and may at any time remove him or them from office. If no such Chairman or Deputy Chairman is elected or if at any meeting neither a Chairman nor a Deputy Chairman is present within fifteen minutes of the time appointed for holding it, the Directors present shall choose one of their number to be Chairman of such meeting. In the event of 2 or more Joint Chairmen or in the absence of a Chairman, two or more Deputy Chairmen being present, the Joint Chairman or Deputy Chairman to act as Chairman of the meeting shall be decided by those Directors present.~~ ~~114.2 Chief Executive~~ ~~Subject to the provisions of the Acts, the Directors may appoint one or more of their number to any office or employment under the Company (including, but without limitation, that of Chief Executive, Managing Director or Joint Managing Director but not~~

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sub-delegate upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers, authorities and discretions, and may from time to time revoke, withdraw, alter or vary all or any of such powers but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. 114.4 Limitation on appointments The Directors may not appoint any one of their number to be both Chairman and Chief Executive or Managing Director of the Company at the same time, unless such appointment is limited to a period not exceeding one year from the date of the appointment, after which the appointment shall lapse and the Directors shall not renew it, although they may (if they wish) appoint the person who had been both Chairman and Chief Executive or Managing Director to hold one only of those offices. 114.5 Removal from position The Directors may (without prejudice to any claim for damages for breach of any agreement between the Director and the Company) remove a Director from any office and appoint another in his place.		~~including that of auditor), and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director and may also permit any person appointed to be a Director to continue in any office or employment held by him before he was so appointed. Any such appointment, agreement or arrangement may be made for such period (subject to Article 114.4 (Limitation on appointments)) and upon such terms as the Directors determine.~~ ~~114.3 Delegation of powers~~ ~~Without prejudice to the generality of the foregoing the Directors may entrust to and confer upon any Director holding any such office or employment any of the powers exercisable by them as Directors with power to sub-delegate upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers, authorities and discretions, and may from time to time revoke, withdraw, alter or vary all or any of such powers but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.~~ ~~114.4 Limitation on appointments~~

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114.6 Cessation of position on ceasing to be a director A Director appointed to the office of Chairman, Deputy Chairman, Managing Director, Chief Executive or any other executive office shall automatically and immediately cease to hold that office if he ceases to hold the office of Director for any cause, but he shall not (unless any agreement between him and the Company shall otherwise provide) cease to hold his office as a Director by reason only of his ceasing to be Chairman, Deputy Chairman, Managing Director, Chief Executive of the Company or to hold any other such executive office, as the case may be.		~~The Directors may not appoint any one of their number to be both Chairman and Chief Executive or Managing Director of the Company at the same time, unless such appointment is~~ ~~limited to a period not exceeding one year from the date of the appointment, after which the appointment shall lapse and the Directors shall not renew it, although they may (if they wish) appoint the person who had been both Chairman and Chief Executive or Managing Director to hold one only of those offices.~~ ~~114.5 Removal from position~~ ~~The Directors may (without prejudice to any claim for damages for breach of any agreement between the Director and the Company) remove a Director from any office and appoint another in his place.~~ ~~114.6 Cessation of position on ceasing to be a director~~ ~~A Director appointed to the office of Chairman, Deputy Chairman, Managing Director, Chief Executive or any other executive office shall automatically and immediately cease to hold that office if he ceases to hold the office of Director for any cause, but he shall not (unless any agreement between him and the Company~~

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		~~shall otherwise provide) cease to hold his office as a Director by reason only of his ceasing to be Chairman, Deputy Chairman, Managing Director, Chief Executive of the Company or to hold any other such executive office, as the case may be.~~
115. Voting Subject to Section 175(6) of the 2006 Act and Article 120, questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of that meeting shall have a second or casting vote. A Director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote and an alternate director who is appointed by 2 or more Directors shall be entitled to a separate vote on behalf of each of his appointors, in their absence.	14 CASTING VOTE 14.1 If the number of votes cast for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote. 14.2 Article 14.1 does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes. 8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY 8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a unanimous decision under Article 9. 8.2 If the Company only has one director for the time being, the general rule does not apply and the director may, for as long as he remains the sole director, take decisions without regard to any of the provisions of the	~~115.~~14 ~~Voting~~CASTING VOTE ~~Subject to Section 175(6) of the 2006 Act and Article 120, questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of that meeting shall have a second or casting vote. A Director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote and an alternate director who is appointed by 2 or more Directors shall be entitled to a separate vote on behalf of each of his appointors, in their absence.~~ 14.1 If the number of votes cast for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote. 14.2 Article 14.1 does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

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	Articles relating to directors' decision-making (except for his duty to keep records of such decisions under Article 18). For the avoidance of doubt, if the Company only has one director, notwithstanding any other provision of the Articles, nothing in the Articles is deemed to require the Company to have more than one director.	8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY 8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a unanimous decision under Article 9. 8.2 If the Company only has one director for the time being, the general rule does not apply and the director may, for as long as he remains the sole director, take decisions without regard to any of the provisions of the Articles relating to directors' decision-making (except for his duty to keep records of such decisions under Article 18). For the avoidance of doubt, if the Company only has one director, notwithstanding any other provision of the Articles, nothing in the Articles is deemed to require the Company to have more than one director.
116. Participation by telephone and electronic mail Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board (if he is entitled to participate in such meeting) through the medium of conference telephone or electronic mail or similar form of communication equipment provided that all persons	11 PARTICIPATION IN DIRECTORS' MEETINGS 11.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when: (a) the meeting has been called and takes place in accordance with the Articles; and	~~116. Participation by telephone and electronic mail~~ ~~Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board (if he is entitled to participate in such meeting) through the medium of conference telephone or electronic mail or similar form of communication equipment provided that all~~

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participating in the meeting are able to hear and speak to each other throughout such meeting or are able to receive communications from each of the other Directors participating in the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no group which is larger than any other group where the Chairman of the meeting then is. Subject to the provisions of the Acts, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that two or fewer than two Directors or alternate Directors are physically present at the same place.	(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting. 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other. 11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.	~~persons participating in the meeting are able to hear and speak to each other throughout such meeting or are able to receive communications from each of the other Directors participating in the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no group which is larger than any other group where the Chairman of the meeting then is. Subject to the provisions of the Acts, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that two or fewer than two Directors or alternate Directors are physically present at the same place.~~ 11 PARTICIPATION IN DIRECTORS' MEETINGS 11.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when: (a) the meeting has been called and takes place in accordance with the Articles;

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		and (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting. 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other. 11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
117. Resolution in writing A resolution in writing executed by all of the Directors for the time being entitled to receive notice of a Board meeting and not being less than a quorum or by all the members of a committee of the Board for the time entitled to receive notice of such committee meeting and not being less than a quorum of that committee shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee as the case may be). Such a resolution: (a) may consist of several documents in the same form each executed by one or more of the Directors or members of the relevant	9 UNANIMOUS DECISIONS 9.1 A unanimous decision taken under this Article must take the form of a resolution in writing, where each eligible director has signed one or more copies of it. 9.2 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.	~~117.~~9 ~~Resolution in writing~~UNANIMOUS DECISIONS 9.1 A unanimous decision taken under this Article must take the form of a resolution in writing, where each eligible director has signed one or more copies of it. 9.2 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting ~~A resolution in writing executed by all of the Directors for the time being entitled to receive notice of a Board meeting and not~~

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committee, including executions in electronic form; (b) need not be signed by an alternate Director if it is signed by the Director who appointed him; and (c) if signed by an alternate Director need not also be signed by his appointor. For such a resolution to be effective it shall not be necessary for it to be signed by a Director who is prohibited by these Articles from voting thereon or by his alternate.		~~being less than a quorum or by all the members of a committee of the Board for the time entitled to receive notice of such committee meeting and not being less than a quorum of that committee shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee as the case may be). Such a resolution:~~ ~~(a) may consist of several documents in the same form each executed by one or more of the Directors or members of the relevant committee, including executions in electronic form;~~ ~~(b) need not be signed by an alternate Director if it is signed by the Director who appointed him; and~~ ~~(c) if signed by an alternate Director need not also be signed by his appointor.~~ ~~For such a resolution to be effective it shall not be necessary for it to be signed by a Director who is prohibited by these Articles from voting thereon or by his alternate.~~
118. Minutes of proceedings 118.1 Contents of minutes The Board shall cause minutes to be made in books kept for the purpose of recording all	18 RECORDS OF DECISIONS TO BE KEPT 18.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision	18 RECORDS OF DECISIONS TO BE KEPT 18.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision

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orders, resolutions and proceedings of every meeting of the Board, of a committee of the Board, of the Company or of the holders of any class of shares or debentures of the Company including: (a) all appointments of officers and committees made by the Board and of any such officer's salary or remuneration; and (b) the names of Directors present at every such meeting. 118.2 Evidence of proceedings Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting or the Secretary, shall be prima facie evidence of the matters stated in such minutes without any further proof.	recorded, of every unanimous or majority decision taken by the directors, and every decision of a sole director.	recorded, of every unanimous or majority decision taken by the directors, and every decision of a sole director. ~~118. Minutes of proceedings~~ ~~118.1 Contents of minutes~~ ~~The Board shall cause minutes to be made in books kept for the purpose of recording all orders, resolutions and proceedings of every meeting of the Board, of a committee of the Board, of the Company or of the holders of any class of shares or debentures of the Company including:~~ ~~(a) all appointments of officers and committees made by the Board and of any such officer's salary or remuneration; and~~ ~~(b) the names of Directors present at every such meeting.~~ ~~118.2 Evidence of proceedings~~ ~~Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting or the Secretary, shall be prima facie evidence of the matters stated in such minutes without any further proof.~~

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None	19 Directors' Discretion To Make Further Rules 19.1 Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.	19 Directors' Discretion To Make Further Rules 19.1 Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.
119. Validity of proceedings All acts done by a meeting of the Board or of any committee of a local board or agency or by any person acting as a Director, alternate Director or member of a committee, local board or agency shall, as regards all persons dealing in good faith with the Company, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid or that they or any of them were or was disqualified from holding office or not entitled to vote or had in any way vacated their or his office or that the delegation to such committee, local board or agency had been annulled, varied or revoked, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a Director alternate Director, or member and had been entitled to vote or as if the delegation had continued in full force and effect.	None	~~119. Validity of proceedings~~ ~~All acts done by a meeting of the Board or of any committee of a local board or agency or by any person acting as a Director, alternate Director or member of a committee, local board or agency shall, as regards all persons dealing in good faith with the Company, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid or that they or any of them were or was disqualified from holding office or not entitled to vote or had in any way vacated their or his office or that the delegation to such committee, local board or agency had been annulled, varied or revoked, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a Director alternate Director, or member and had been entitled to vote or as if the delegation had continued in full force and effect.~~

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120. Board authorisation of conflicts of interest 120.1 Power to authorise Subject to and in accordance with the 2006 Act and the provision of this Article 120 (Board authorisation of conflicts of interest), the Directors may authorise any Relevant Situation, including without limitation, the continuing performance by the Conflicted Director of his duties and the acceptance of or continuing in any office, employment or position in addition to that of his office as a Director. 120.2 Provisions relating to authorisation (a) Any authorisation under Article 120.1 (Power to authorise) shall be effective only if: (i) the Relevant Situation arose on or after 1 October 2008; (ii) any requirement as to the quorum at any meeting of the Directors at which the matter is considered is met without counting either the Conflicted Director or any other interested Director; and (iii) the matter or situation was agreed to and any relevant resolution was passed without counting the votes of the Conflicted Director and without counting the votes of any	16 DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST 16.1 The directors may authorise, to the fullest extent permitted by law, any matter or situation which would (if not so authorised) result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interests. 16.2 Any authorisation given by the directors under Article 16.1 may (whether at the time it is given or subsequently): (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation authorised; and (b) be subject to any terms and conditions which the directors consider appropriate; and the directors may at any time vary or terminate such authorisation (but no variation or termination will affect anything done by the director prior to such variation or termination in accordance with the then terms of the authorisation). 16.3 A decision to authorise any matter or situation under Article 16.1 may be made	16 DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST 16.1 The directors may authorise, to the fullest extent permitted by law, any matter or situation which would (if not so authorised) result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interests. ~~120. Board authorisation of conflicts of interest~~ ~~120.1 Power to authorise~~ ~~Subject to and in accordance with the 2006 Act and the provision of this Article 120 (Board authorisation of conflicts of interest), the Directors may authorise any Relevant Situation, including without limitation, the continuing performance by the Conflicted Director of his duties and the acceptance of or continuing in any office, employment or position in addition to that of his office as a Director.~~ ~~120.2 Provisions relating to authorisation~~ ~~(a)~~16.2 Any authorisation given by the directors under Article ~~120.1 (Power to~~

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other interested Director (or such matter or situation would have been so agreed and such relevant resolution would have been so passed if their votes had not been counted); and (iv) the Conflicted Director has disclosed in writing all material particulars of the matter, office, employment or position which relates to the Relevant Situation which could reasonably be expected to influence the decision of the Independent Directors as to whether to authorise such matter, office, employment or position which relates to the Relevant Situation and the continuing performance of the Conflicted Director of his duties and/or the terms of such authorisation. (b) Subject to the provisions of paragraph (a) any request for authorisation received from a Conflicted Director may be dealt with and resolved upon by the Independent Directors in such manner as any other matter may be considered and resolved upon by the Directors in accordance with these Articles. (c) Any authorisation made in accordance with this Article 120 may be made on such terms and subject to such conditions and/or limitations as the Independent Directors may, in their absolute discretion determine (including, without limitation, excluding the Conflicted Director and any other interested director from certain Board meetings, withholding from him or them certain Board or	either at a meeting of the directors or by unanimous decision of those directors entitled to vote on the matter; but the decision will only be effective if: (a) the quorum for any meeting at which the matter is considered is met without counting the director in question or any other interested director; and (b) the matter is agreed to without any interested director voting, or would have been agreed to no interested directors' votes had not been counted. 16.4 The provisions of this Article shall not apply to any conflict of interest arising in relation to a transaction or arrangement between a director and the Company. Article 16 above shall apply to directors' interests in any such transactions or arrangements.	~~authorise) shall be effective only if~~16.1 may (whether at the time it is given or subsequently): ~~(i) the Relevant Situation arose on or after 1 October 2008;~~ (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation authorised; and (b) be subject to any terms and conditions which the directors consider appropriate; and the directors may at any time vary or terminate such authorisation (but no variation or termination will affect anything done by the director prior to such variation or termination in accordance with the then terms of the authorisation). 16.3 A decision to authorise any matter or situation under Article 16.1 may be made either at a meeting of the directors or by unanimous decision of those directors entitled to vote on the matter; but the decision will only be effective if: (~~ii~~a) ~~any requirement as to~~ the quorum ~~at~~for any meeting ~~of the Directors~~ at which the matter is considered is met without counting ~~either the Conflicted Director~~the

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other papers and/or denying him or them access to certain confidential Company information) and such terms and limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated. (d) in considering any request for authorisation in respect of a Relevant Situation, the Independent Directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Relevant Situation and they shall also be entitled to withhold from such Conflicted Director any Board or other papers concerning the authorisation of such Relevant Situation. 120.3 Confidential information, absenting from Board meetings and receipt of Board papers etc If a matter, office, employment or position relating to a Relevant Situation is authorised by the Independent Directors in accordance with the provisions of this Article 120, the Conflicted Director (for long as he reasonably believes such Relevant Situation subsists): (a) shall not be required to disclose to the Company (including the Board or any committee of it) any confidential information relating to such matter, office, employment or position which he obtains or has obtained		director in question or any other interested ~~Director~~director; and (~~iii~~b) the matter ~~or situation was~~is agreed to ~~and any relevant resolution was passed~~ without ~~counting the votes of the Conflicted Director and without counting the votes of any other~~any interested ~~Director (or such matter or situation~~director voting, or would have been ~~so~~ agreed ~~and such relevant resolution would have been so passed if their~~to no interested directors' votes had not been counted~~); and~~. 16.4 The provisions of this Article shall not apply to any conflict of interest arising in relation to a transaction or arrangement between a director and the Company. Article 16 above shall apply to directors' interests in any such transactions or arrangements. ~~(iv) the Conflicted Director has disclosed in writing all material particulars of the matter, office, employment or position which relates to the Relevant Situation which could reasonably be expected to influence the decision of the Independent Directors as to whether to authorise such matter, office, employment or position which relates to the Relevant Situation and the continuing performance of the Conflicted Director of his duties and/or the terms of~~

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otherwise than in his capacity as a Director, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person in relation to such matter, office, employment or position; (b) shall be entitled to absent himself from all or any meetings of the Board (or any committee of it) at which anything relating to such matter, office, employment or position will or may be discussed; and (c) shall be entitled to make such arrangements as he thinks fit not to receive documents or information (including, without limitation, Board papers (or those of any committee of it)) relating to any such matter, office, employment or position and/or for such documents or information to be received and read by a professional adviser on his behalf, and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive) of the 2006 Act and the provisions of this Article 120.3 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would		~~such authorisation.~~ ~~(b) Subject to the provisions of paragraph (a) any request for authorisation received from a Conflicted Director may be dealt with and resolved upon by the Independent Directors in such manner as any other matter may be considered and resolved upon by the Directors in accordance with these Articles.~~ ~~(c) Any authorisation made in accordance with this Article 120 may be made on such terms and subject to such conditions and/or limitations as the Independent Directors may, in their absolute discretion determine (including, without limitation, excluding the Conflicted Director and any other interested director from certain Board meetings, withholding from him or them certain Board or other papers and/or denying him or them access to certain confidential Company information) and such terms and limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated.~~ ~~(d) in considering any request for authorisation in respect of a Relevant Situation, the Independent Directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written)~~

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otherwise be required under these Articles. 120.4 Exceptions to requirement for authorisation It shall not be necessary for a Conflicted Director to seek any authorisation under this Article 120 if: (a) the Relevant Situation cannot reasonably be regarded as likely to give rise to a conflict of interest; (b) the conflict of interest arises in relation to a proposed or existing transaction or arrangement with the Company in which the Conflicted Director is in any way, directly or indirectly, interested; or (c) the provisions of Chapter 4, Part 10 of the 2006 Act apply to the Relevant Situation and either approval is given in accordance with the relevant provision(s) of that Chapter or any such approval is not required (as determined in accordance with the relevant provision of that Chapter).		~~concerning the authorisation of such Relevant Situation and they shall also be entitled to withhold from such Conflicted Director any Board or other papers concerning the authorisation of such Relevant Situation.~~ ~~120.3 Confidential information, absenting from Board meetings and receipt of Board papers etc~~ ~~If a matter, office, employment or position relating to a Relevant Situation is authorised by the Independent Directors in accordance with the provisions of this Article 120, the Conflicted Director (for long as he reasonably believes such Relevant Situation subsists):~~ ~~(a) shall not be required to disclose to the Company (including the Board or any committee of it) any confidential information relating to such matter, office, employment or position which he obtains or has obtained otherwise than in his capacity as a Director, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person in relation to such matter, office, employment or position;~~ ~~(b) shall be entitled to absent himself from all or any meetings of the Board (or any committee of it) at which anything~~

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		~~relating to such matter, office, employment or position will or may be discussed; and~~ ~~(c) shall be entitled to make such arrangements as he thinks fit not to receive documents or information (including, without limitation, Board papers (or those of any committee of it)) relating to any such matter, office, employment or position and/or for such documents or information to be received and read by a professional adviser on his behalf,~~ ~~and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive) of the 2006 Act and the provisions of this Article 120.3 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.~~ ~~120.4 Exceptions to requirement for authorisation~~ ~~It shall not be necessary for a Conflicted Director to seek any authorisation under this Article 120 if:~~

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		~~(a) the Relevant Situation cannot reasonably be regarded as likely to give rise to a conflict of interest;~~ ~~(b) the conflict of interest arises in relation to a proposed or existing transaction or arrangement with the Company in which the Conflicted Director is in any way, directly or indirectly, interested; or~~ ~~(c) the provisions of Chapter 4, Part 10 of the 2006 Act apply to the Relevant Situation and either approval is given in accordance with the relevant provision(s) of that Chapter or any such approval is not required (as determined in accordance with the relevant provision of that Chapter).~~
121. Director may have interests Provided permitted by the Acts and provided he has disclosed to the Board the nature and extent of his interest in accordance with Article 122 (Disclosure of interests to Board), a Director, notwithstanding his office: (a) may be a party to, or otherwise interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or	15 DIRECTORS' APPOINTMENTS AND INTERESTS 15.1 A director may: (a) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and (b) be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in	15 DIRECTORS' APPOINTMENTS AND INTERESTS 15.1 A director may: ~~121. Director may have interests~~ ~~Provided permitted by the Acts and provided he has disclosed to the Board the nature and extent of his interest in accordance with Article 122 (Disclosure of interests to Board), a Director, notwithstanding his office:~~ (a) ~~may~~ be a party to, or otherwise

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otherwise; (b) may hold any other office or place of profit under the Company (except that of Auditor or of auditor of a subsidiary of the Company) in addition to the office of Director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the Remuneration Committee may agree either in addition to or in lieu of any remuneration provided for by any other Article; (c) may be a member of or a director or other officer of, or employed by, or a party to any transaction or arrangement with or otherwise interested in, any body corporate promoted by or promoting the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment; (d) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from: (i) any matter, office, employment or position which relates to a Relevant Situation authorised in accordance with Article 120 (Board authorisation of conflicts of interest); or	which the Company is interested, and where a proposed decision of the directors is concerned with such a transaction, arrangement, office or employment, that director may be counted as participating in the decision making process for quorum and voting purposes. 15.2 Article 15.1 is subject to the relevant director making a declaration of the nature and extent of his interest in accordance with sections 177 and 184 to 187 of the Companies Act 2006. 15.3 The following shall not be treated as an 'interest': (a) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware; (b) an interest of which the other directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest; (c) an interest which cannot reasonably be regarded as giving rise to a conflict of interest; and	directly or indirectly interested in, any ~~contract, arrangement,~~ transaction or ~~proposal~~arrangement with the Company or in which the Company is otherwise interested~~, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise~~; and ~~(b) may hold any other office or place of profit under the Company (except that of Auditor or of auditor of a subsidiary of the Company) in addition to the office of Director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the Remuneration Committee may agree either in addition to or in lieu of any remuneration provided for by any other Article;~~ (~~c~~b) ~~may~~ be a ~~member of or a~~ director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate ~~promoted by or promoting the Company or~~ in which the Company is ~~otherwise~~ interested ~~or as regards which the Company has any powers of appointment;~~. and where a proposed decision of the directors is concerned with such a transaction, arrangement, office or

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(ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) to (c) (inclusive) of this Article 121, and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any Director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with Article 120 (Board authorisation of conflicts of interest) or permitted pursuant to paragraphs (a) to (c) (inclusive) of this Article 121 and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in section 176 of the 2006 Act.	(d) an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors.	employment, that director may be counted as participating in the decision making process for quorum and voting purposes. 15.2 Article 15.1 is subject to the relevant director making a declaration of the nature and extent of his interest in accordance with sections 177 and 184 to 187 of the Companies Act 2006. 15.3 The following shall not be treated as an 'interest': (a) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware; (b) an interest of which the other directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest; (c) an interest which cannot reasonably be regarded as giving rise to a conflict of interest; and (d) ~~shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from:~~an interest if, or to

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		the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors. ~~(i) any matter, office, employment or position which relates to a Relevant Situation authorised in accordance with Article 120 (Board authorisation of conflicts of interest); or~~ ~~(ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) to (c) (inclusive) of this Article 121,~~ ~~and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any Director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with Article 120 (Board authorisation of conflicts of interest) or permitted pursuant to paragraphs (a) to (c) (inclusive) of this Article 121 and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in~~

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		~~section 176 of the 2006 Act.~~
122. Disclosure of interests to Board 122.1 Declaration of interest other than in relation to transactions or arrangements with the Company A Director shall declare the nature and extent of his interest in a Relevant Situation to the other Directors and any such declaration shall be made in accordance with the provisions of Articles 122.4 to 122.6 (inclusive). 122.2 Declaration of interest in a proposed transaction or arrangement with the Company If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors and any such declaration shall be made in accordance with the provisions of Articles 122.4 to 122.6 (inclusive). 122.3 Declaration of interest in an existing transaction or arrangement with the Company If a Director is in any way, directly or indirectly, interested in a transaction or arrangement which has already been entered into by the Company, he must declare the nature and extent of his interest to the other Directors	17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the	17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; ~~122. Disclosure of interests to Board~~ ~~122.1 Declaration of interest other than in relation to transactions or arrangements with the Company~~ ~~A Director shall declare the nature and extent of his interest in a Relevant Situation to the other Directors and any such declaration shall be made in accordance with the provisions of Articles 122.4 to 122.6 (inclusive).~~ ~~122.2 Declaration of interest in a proposed transaction or arrangement with the Company~~

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(unless the interest has already been declared under Article 122.2 (Declaration of interest in a proposed transaction or arrangement with the Company)) and any such declaration shall be made in accordance with the provisions of Articles 122.4 to 122.6 (inclusive). 122.4 Method of declarations of interest (a) The declaration of interest must (in the case of Article 122.3 (Declaration of interest in an existing transaction or arrangement with the Company)) and may, but need not (in the case of Article 122.1 (Declaration of interest other than in relation to transactions or arrangements with the Company) or Article 122.2 (Declaration of interest in a proposed transaction or arrangement with the Company), be made: (i) at a meeting of the Directors, or (ii) by notice to the Directors in accordance with: (A) Section 184 of the 2006 Act (notice in writing); or (B) Section 185 of the 2006 Act (general notice). (b) If any declaration of interest made pursuant to Articles 122.1 to 122.3 (inclusive) proves to be, or becomes, inaccurate or	Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in	~~If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors and any such declaration shall be made in accordance with the provisions of Articles 122.4 to 122.6 (inclusive).~~ ~~122.3 Declaration of interest in an existing transaction or arrangement with the Company~~ ~~If a Director is in any way, directly or indirectly, interested in a transaction or arrangement which has already been entered into by the Company, he must declare the nature and extent of his interest to the other Directors (unless the interest has already been declared under Article 122.2 (Declaration of interest in a proposed transaction or arrangement with the Company)) and any such declaration shall be made in accordance with the provisions of Articles 122.4 to 122.6 (inclusive).~~ ~~122.4 Method of declarations of interest~~ ~~(a) The declaration of interest must (in the case of Article 122.3 (Declaration of interest in an existing transaction or arrangement with the Company)) and may, but need not (in the case of Article 122.1 (Declaration of interest other than in relation~~

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incomplete, a further declaration must be made. 122.5 Timing of declarations of interest (a) Any declaration of interest required by Article 122.1 (Declaration of interest other than in relation to transactions or arrangements with the Company) or 122.3 (Declaration of interest in an existing transaction or arrangement with the Company) must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest. (b) Any declaration of interest required by Article 122.2 (Declaration of interests in a proposed transaction or arrangement with the Company) must be made before the Company enters into the transaction or arrangement. 122.6 Exceptions to requirement for declaration of interest No declaration of interest is required under this Article 122: (a) 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. For this purpose, a Director is treated as being aware of matters of which he ought reasonably to be aware;	accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts. 17.5 In relation to any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of	~~to transactions or arrangements with the Company) or Article 122.2 (Declaration of interest in a proposed transaction or arrangement with the Company), be made:~~ ~~(i) at a meeting of the Directors, or~~ ~~(ii) by notice to the Directors in accordance with:~~ (~~A~~b) ~~Section 184 of the 2006 Act (notice in writing)~~is not given any documents or other information relating to the matter; or ~~(B) Section 185 of the 2006 Act (general notice).~~ ~~(b) If any declaration of interest made pursuant to Articles 122.1 to 122.3 (inclusive) proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.~~ ~~122.5 Timing of declarations of interest~~ ~~(a) Any declaration of interest required by Article 122.1 (Declaration of interest other than in relation to transactions or arrangements with the Company) or 122.3 (Declaration of interest in an existing transaction or arrangement with the Company) must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the~~

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(b) if the interest cannot reasonably be regarded as likely to give rise to a conflict of interest; (c) 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 (d) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered: (i) by a meeting of the Directors; or (ii) by a committee of the Directors appointed for the purpose under these Articles.	any such interest or benefit.	~~underlying duty to make the declaration of interest.~~ ~~(b) Any declaration of interest required by Article 122.2 (Declaration of interests in a proposed transaction or arrangement with the Company) must be made before the Company enters into the transaction or arrangement.~~ ~~122.6 Exceptions to requirement for declaration of interest~~ ~~No declaration of interest is required under this Article 122:~~ (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information

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		relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions

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		imposed by the directors in relation to the matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts. ~~(a)~~17.5 ~~in~~In relation to ~~an interest of which the Director is not aware, or where the Director is not aware of the~~any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in ~~question. For this purpose, a Director is treated as being aware of matters of which he ought reasonably to be aware:~~accordance with the Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation;

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		(b) ~~if~~ the ~~interest cannot reasonably be regarded as likely to give rise to a conflict of interest;~~receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit ~~(c) 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~~ ~~(d) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered:~~ ~~(i) by a meeting of the Directors; or~~ ~~(ii) by a committee of the Directors appointed for the purpose under these Articles.~~
123. Interested Director not to vote or count for quorum Save as provided in this Article 123, a Director shall not vote on or be counted in the quorum in relation to any resolution of the Board or of a committee of the Board concerning any transaction or arrangement with the Company	17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation)	~~123. Interested Director not to vote or count for quorum~~ ~~Save as provided in this Article 123, a Director shall not vote on or be counted in the quorum in relation to any resolution of the Board or of a committee of the Board concerning any transaction or arrangement~~

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in which he has an interest which may reasonably be regarded as likely to give rise to a conflict of interest, unless the resolution relates to one of the matters set out in the following sub-paragraphs in which case (subject to the terms of any authorisation granted pursuant to Article 120 (Board authorisation of conflicts of interest)) he shall be entitled to vote and be counted in the quorum: (a) the giving to him of any guarantee, security or indemnity in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary undertakings; (b) the giving to a third party of any guarantee, security or indemnity 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; (c) where the Company or any of its subsidiary undertakings is offering securities in which offer the Director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the Director is to participate; (d) relating to another company in which	that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be	~~with the Company in which he has an interest which may reasonably be regarded as likely to give rise to a conflict of interest, unless the resolution relates to one of the matters set out in the following sub-paragraphs in which case (subject to the terms of any authorisation granted pursuant to Article 120 (Board authorisation of conflicts of interest)) he shall be entitled to vote and be counted in the quorum:~~ ~~(a) the giving to him of any guarantee, security or indemnity in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary undertakings;~~ 17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other

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he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in Sections 820 to 825 (inclusive) of the 2006 Act) representing 1% or more of either any class of the equity share capital, or the voting rights, in such company; (e) relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates; or (f) concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons including Directors; or (g) the funding of expenditure by one or more Directors in defending proceedings against him or them or doing anything to enable such Director(s) to avoid incurring such expenditure provided that such funding is consistent with, or no more beneficial to him than the provisions of these Articles (and provided always such funding is permitted pursuant to the provisions of the Acts); or (h) the giving of an indemnity or indemnities in favour of one or more Directors which is/are consistent with, or no more beneficial to him than any such indemnities provided pursuant these Articles (and provided	discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure	information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and

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always such indemnities are permitted pursuant to the provisions of the Acts).	required under the Companies Acts. 17.5 In relation to any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.	information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and (b) ~~the giving to a third party of any guarantee, security or indemnity 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;~~will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits

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		and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts. 17.5 In relation to any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit. ~~(c) where the Company or any of its subsidiary undertakings is offering securities in which offer the Director is or~~

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		~~may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the Director is to participate;~~ ~~(d) relating to another company in which he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in Sections 820 to 825 (inclusive) of the 2006 Act) representing 1% or more of either any class of the equity share capital, or the voting rights, in such company;~~ ~~(e) relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates; or~~ ~~(f) concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons including Directors; or~~ ~~(g) the funding of expenditure by one or more Directors in defending proceedings against him or them or doing anything to enable such Director(s) to avoid incurring such expenditure provided that such funding is consistent with, or no more beneficial to him than the provisions of these Articles (and provided always such~~

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		~~funding is permitted pursuant to the provisions of the Acts); or~~ ~~(h) the giving of an indemnity or indemnities in favour of one or more Directors which is/are consistent with, or no more beneficial to him than any such indemnities provided pursuant these Articles (and provided always such indemnities are permitted pursuant to the provisions of the Acts).~~
124. Director's interest in own appointment A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or termination) of 2 or more Directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not otherwise debarred from voting under these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except	15 DIRECTORS' APPOINTMENTS AND INTERESTS 15.1 A director may: (a) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and (b) be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the Company is interested, and where a proposed decision of the directors is concerned with such a transaction, arrangement, office or employment, that director may be counted as participating in the decision making process for quorum and	~~124. Director's interest in own appointment~~ ~~A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or termination) of 2 or more Directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not otherwise debarred from voting under~~

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that concerning his own appointment.	voting purposes. 15.2 Article 15.1 is subject to the relevant director making a declaration of the nature and extent of his interest in accordance with sections 177 and 184 to 187 of the Companies Act 2006. 15.3 The following shall not be treated as an 'interest': (a) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware; (b) an interest of which the other directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest; (c) an interest which cannot reasonably be regarded as giving rise to a conflict of interest; and (d) an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors.	~~these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.~~ 15 DIRECTORS' APPOINTMENTS AND INTERESTS 15.1 A director may: (a) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and (b) be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the Company is interested, and where a proposed decision of the directors is concerned with such a transaction, arrangement, office or employment, that director may be counted as participating in the decision making process for quorum and voting purposes. 15.2 Article 15.1 is subject to the relevant director making a declaration of the nature and extent of his interest in accordance with sections 177 and 184 to 187 of the Companies Act 2006.

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		15.3 The following shall not be treated as an 'interest': (a) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware; (b) an interest of which the other directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest; (c) an interest which cannot reasonably be regarded as giving rise to a conflict of interest; and (d) an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors.
125. Chairman's ruling conclusive on Director's interest If any question arises at any meeting of the Board or any committee of the Board as to whether an interest of a Director (other than the Chairman's interest) shall reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any Director	17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation)	~~125. Chairman's ruling conclusive on Director's interest~~ ~~If any question arises at any meeting of the Board or any committee of the Board as to whether an interest of a Director (other than the Chairman's interest) shall reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any~~

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(other than the Chairman) 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 (unless the Director concerned is the Chairman in which case Article 126 (Director's resolution conclusive on Chairman's interest) shall apply) shall before the conclusion of the meeting be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed.	that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be	~~Director (other than the Chairman) 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 (unless the Director concerned is the Chairman in which case Article 126 (Director's resolution conclusive on Chairman's interest) shall apply) shall before the conclusion of the meeting be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed.~~ 17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other

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	discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure	information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and

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	required under the Companies Acts. 17.5 In relation to any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.	information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts. 17.5 In relation to any matter which has been authorised under Article 16.1, or

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		where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
126. Directors' resolution conclusive on Chairman's interest If any question arises at any meeting of the Board or any committee of the Board as to whether an interest of the Chairman shall reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of the Chairman to vote or be counted in a quorum and such question is not resolved by	17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director:	~~126. Directors' resolution conclusive on Chairman's interest~~ ~~If any question arises at any meeting of the Board or any committee of the Board as to whether an interest of the Chairman shall reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of the Chairman to vote or be counted in a quorum and such question is~~

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his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall before the conclusion of the meeting be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed.	(a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter. 17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be discussed; and	~~not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall before the conclusion of the meeting be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed.~~ 17 MANAGEMENT OF DIRECTORS' CONFLICTS 17.1 Where the directors have authorised any matter or situation under Article above, or where a matter is authorised by Article 15, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director: (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter; (b) is not given any documents or other information relating to the matter; or (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter.

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	(c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts.	17.2 Where the directors have authorised any matter or situation under Article 16.1, or where a matter falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director: (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation; (b) may absent himself from directors' meetings at which the matter may be discussed; and (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director. 17.3 Article 17.2 does not limit any existing law or equitable principle which may excuse the director from disclosing

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	17.5 In relation to any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.	information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required. 17.4 Where the directors authorise a matter or situation under Article 16.1, or where a matter falls within Article 15 then an interested director: (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts. 17.5 In relation to any matter which has been authorised under Article 16.1, or where a matter involves a transaction or arrangement which falls within Article 15 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the

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		Companies Acts): (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation; (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
127. Alternate Directors For the purposes of Articles 120 to 126 (inclusive), in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director otherwise has.	24 ALTERNATE DIRECTORS 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to – (a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any	~~127. Alternate Directors~~ ~~For the purposes of Articles 120 to 126 (inclusive), in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director otherwise has.~~ 24 ALTERNATE DIRECTORS 24.1 Any director (the 'appointor') may appoint as an alternate any other director, or any other person approved by resolution of the directors, to –

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	alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify otherwise, an alternate director – (a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of	(a) exercise the appointor's powers; and (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him. 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors, and that notice must – (a) identify the proposed alternate; and (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice. 24.3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors' meeting or unanimous decision of the directors, as the appointor. 24.4 Except where the Articles specify otherwise, an alternate director –

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	or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any	(a) is deemed for all purposes to be a director; (b) is liable for his own acts and omissions; (c) is subject to the same restrictions as the appointor; and (d) shall not be deemed to be the agent of or for the appointor. 24.5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision). 24.6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes. 24.7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the

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	event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.	Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director. 24.8 The appointment of an alternate director terminates: (a) when the appointor revokes the appointment under Article 24.2; (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the appointor; or (d) when the appointor's appointment as a director terminates.
128. Application of Seal The Seal shall be used only by the authority of a resolution of the Board or of a committee of the Board so authorised. The Board may determine whether any instrument to which the Seal is affixed shall be signed and if it is to be signed who shall sign it. Unless otherwise so determined (and subject to any contrary provisions of these Articles regarding share	68 COMPANY SEALS 68.1 Any common seal may only be used by the authority of the directors. 68.2 The directors may decide by what means and in what form any common seal is to be used. 68.3 Unless otherwise decided by the directors, if the Company has a common seal	~~128. Application of Seal~~ ~~The Seal shall be used only by the authority of a resolution of the Board or of a committee of the Board so authorised. The Board may determine whether any instrument to which the Seal is affixed shall be signed and if it is to be signed who shall sign it. Unless otherwise so determined (and subject to any contrary provisions of these Articles regarding share certificates~~

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certificates and warrants): (a) share certificates and warrants and (subject to the provisions of any instrument constituting them) certificates issued under the Seal in respect of any debentures or other securities (but excluding letters of allotment or scrip certificates) shall be signed by the Board but the Board may, by resolution, determine that any signatures may be affixed to or printed on any such certificate by any means approved by the Board (including such signature(s) being applied by any mechanical or electronic means in place of the person's actual signature) or that such certificates need not bear any signature; and (b) every other instrument to which the Seal is affixed shall be signed by a Director and the Secretary or by two Directors or by a Director in the presence of a witness who attests the signature of by any other person appointed by the Board for the purpose.	and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. 68.4 For the purposes of this Article, an authorised person is: (a) any director of the Company; (b) the company secretary (if any); or (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.	~~and warrants):~~ ~~(a) share certificates and warrants and (subject to the provisions of any instrument constituting them) certificates issued under the Seal in respect of any debentures or other securities (but excluding letters of allotment or scrip certificates) shall be signed by the Board but the Board may, by resolution, determine that any signatures may be affixed to or printed on any such certificate by any means approved by the Board (including such signature(s) being applied by any mechanical or electronic means in place of the person's actual signature) or that such certificates need not bear any signature; and~~ ~~(b) every other instrument to which the Seal is affixed shall be signed by a Director and the Secretary or by two Directors or by a Director in the presence of a witness who attests the signature of by any other person appointed by the Board for the purpose.~~ 68 COMPANY SEALS 68.1 Any common seal may only be used by the authority of the directors. 68.2 The directors may decide by what means and in what form any common seal is to be used.

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		68.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. 68.4 For the purposes of this Article, an authorised person is: (a) any director of the Company; (b) the company secretary (if any); or (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.
129. Execution of Deeds without sealing A document signed by: (a) a Director and by the Secretary; or (b) two Directors; or (c) by a Director in the presence of a witness who attests the signature, and expressed (in whatever form of words) to be executed by the Company as a deed, shall have the same effect as if it were executed	68 COMPANY SEALS 68.1 Any common seal may only be used by the authority of the directors. 68.2 The directors may decide by what means and in what form any common seal is to be used. 68.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who	~~129. Execution of Deeds without sealing~~ ~~A document signed by:~~ 68 COMPANY SEALS 68.1 Any common seal may only be used by the authority of the directors. 68.2 The directors may decide by what means and in what form any common seal is to be used. 68.3 Unless otherwise decided by the

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under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it not to have effect as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of it having been executed by the Company.	attests the signature. 68.4 For the purposes of this Article, an authorised person is: (a) any director of the Company; (b) the company secretary (if any); or (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.	directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. 68.4 For the purposes of this Article, an authorised person is: (a) ~~a Director and by the Secretary; or~~any director of the Company; (b) ~~two Directors~~the company secretary (if any); or (c) ~~by a Director in the presence of a witness who attests the signature,~~any person authorised by the directors for the purpose of signing documents to which the common seal is applied. ~~and expressed (in whatever form of words) to be executed by the Company as a deed, shall have the same effect as if it were executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it not to have effect as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Company as a deed shall not be deemed to be delivered by the Company~~

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		~~solely as a result of it having been executed by the Company.~~
130. Official seal for use abroad Subject to the provisions of the Acts, the Company may have an official seal for use in any place abroad and the Company may by an instrument executed by the Company appoint any agent or committee abroad to be the duly authorised agent or committee of the Company for the purpose of affixing and using such official seal and may impose such restrictions on the use thereon as it may think fit.	68 COMPANY SEALS 68.1 Any common seal may only be used by the authority of the directors. 68.2 The directors may decide by what means and in what form any common seal is to be used. 68.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. 68.4 For the purposes of this Article, an authorised person is: (a) any director of the Company; (b) the company secretary (if any); or (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.	~~130. Official seal for use abroad~~ ~~Subject to the provisions of the Acts, the Company may have an official seal for use in any place abroad and the Company may by an instrument executed by the Company appoint any agent or committee abroad to be the duly authorised agent or committee of the Company for the purpose of affixing and using such official seal and may impose such restrictions on the use thereon as it may think fit.~~ 68 COMPANY SEALS 68.1 Any common seal may only be used by the authority of the directors. 68.2 The directors may decide by what means and in what form any common seal is to be used. 68.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. 68.4 For the purposes of this Article, an

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		authorised person is: (a) any director of the Company; (b) the company secretary (if any); or (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied
131. The Secretary 131.1 Board's power of appointment Subject to the provisions of the Acts, the Board shall appoint a Secretary or joint secretaries and shall have power to appoint one or more persons to be an assistant or deputy secretary each for such term, at such remuneration and on such other terms and conditions as it thinks fit and any Secretary so appointed may be removed by the Board but without prejudice to any claim for damages for breach of any contract of services between him and the Company. 131.2 Limitations where a Director is also a secretary Any provision of the Acts or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same	25 SECRETARY 25.1 The directors may determine from time to time whether a person shall hold the office of company secretary and at any time when the Company is without a secretary anything required or authorised to be done by or to the secretary may be done by or to a director (or by a person authorised generally or specifically in that behalf by the directors); the appointment of a person, or persons jointly, to office as secretary shall be decided by the directors who may remove any person or persons appointed to that office and may appoint a person or persons to act in the place of any secretary removed from office or may appoint a person or persons to act jointly with any person holding office as secretary.	25 SECRETARY 25.1 The directors may determine from time to time whether a person shall hold the office of company secretary and at any time when the Company is without a secretary anything required or authorised to be done by or to the secretary may be done by or to a director (or by a person authorised generally or specifically in that behalf by the directors); the appointment of a person, or persons jointly, to office as secretary shall be decided by the directors who may remove any person or persons appointed to that office and may appoint a person or persons to act in the place of any secretary removed from office or may appoint a person or persons to act jointly with any person holding office as secretary. ~~131. The Secretary~~

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person acting both as Director and as, or in place of, the Secretary.		~~131.1 Board's power of appointment~~ ~~Subject to the provisions of the Acts, the Board shall appoint a Secretary or joint secretaries and shall have power to appoint one or more persons to be an assistant or deputy secretary each for such term, at such remuneration and on such other terms and conditions as it thinks fit and any Secretary so appointed may be removed by the Board but without prejudice to any claim for damages for breach of any contract of services between him and the Company.~~ ~~131.2 Limitations where a Director is also a secretary~~ ~~Any provision of the Acts or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.~~
132. Declaration of dividends Subject to the provisions of the Acts and of these Articles, the Company may by ordinary resolution declare that out of profits available for distribution dividends be paid to members according to their respective rights and interests in the profits of the Company available for distribution. However, no dividend shall exceed the amount recommended by the	47 PROCEDURE FOR DECLARING DIVIDENDS 47.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends. 47.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a	~~132. Declaration of dividends~~ ~~Subject to the provisions of the Acts and of these Articles, the Company may by ordinary resolution declare that out of profits available for distribution dividends be paid to members according to their respective rights and interests in the profits of the Company available for distribution. However, no dividend shall exceed the~~

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Board.	dividend must not exceed the amount recommended by the directors. 47.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights. 47.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. 47.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. 47.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. 47.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an	~~amount recommended by the Board.~~ 47 PROCEDURE FOR DECLARING DIVIDENDS 47.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends. 47.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors. 47.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights. 47.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. 47.5 If the Company's share capital is divided into different classes, no interim

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	interim dividend on shares with deferred or non-preferred rights.	dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. 47.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. 47.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.
133. Interim dividends Subject to the provisions of the Acts and of these Articles, the Board may declare and pay such interim dividends (including any dividend payable at a fixed rate) as appear to the Board to be justified by the profits of the Company available for distribution and the position of the Company. If at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividend as well as on shares conferring preferential rights unless at the time of payment any preferential dividend is in arrears. Provided that the Board acts in good faith it shall not incur any liability	47 PROCEDURE FOR DECLARING DIVIDENDS 47.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends. 47.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors. 47.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.	~~133. Interim dividends~~ 47 PROCEDURE FOR DECLARING DIVIDENDS 47.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends. 47.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors. 47.3 No dividend may be declared or

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to the holders of shares conferring preferential rights for any loss that they may suffer in consequence of the declaration of, or by the lawful payment of, any interim dividend on any shares ranking after those with preferential rights.	47.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. 47.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. 47.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. 47.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.	paid unless it is in accordance with shareholders' respective rights. 47.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. ~~Subject to the provisions of the Acts and of these Articles, the Board may declare and pay such interim dividends (including any dividend payable at a fixed rate) as appear to the Board to be justified by the profits of the Company available for distribution and the position of the Company. If at any time the~~47.5 If the Company's share capital ~~of the Company~~ is divided into different classes, ~~the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividend as well as on shares conferring preferential rights unless~~no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in ~~arrears. Provided that the Board acts~~ arrear.

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		47.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. 47.7 If the directors act in good faith ~~it shall~~, they do not incur any liability to the holders of shares conferring ~~preferential~~preferred rights for any loss ~~that~~ they may suffer ~~in consequence of the declaration of, or~~ by the lawful payment of~~,~~ ~~any~~ an interim dividend on ~~any~~ shares ~~ranking after those with preferential~~with deferred or non-preferred rights.
134. Entitlement to dividends 134.1 Accrual of dividends Except as otherwise provided by these Articles and by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up (otherwise than in advance of calls) on the shares on which the dividend is paid. Subject as aforesaid, all dividends shall be apportioned and paid pro rata according to the amounts paid up or credited as paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it shall rank for or be entitled to dividends	48 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS 48.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means: (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide; (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified	~~134. Entitlement to dividends~~ ~~134.1 Accrual of dividends~~ ~~Except as otherwise provided by these Articles and by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up (otherwise than in advance of calls) on the shares on which the dividend is paid. Subject as aforesaid, all dividends shall be apportioned and paid pro rata according to the amounts paid up or credited as paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it~~

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accordingly. 134.2 Payment of dividends All dividends and interest shall be paid (subject to any lien of the Company) to those members whose names shall be on the register at the date at which such dividend shall be declared or at the date at which such interest shall be payable respectively, or at such other date as the Company by ordinary resolution or the Board may determine, notwithstanding any subsequent transfer or transmission of shares. 134.3 Shares passing by transmission The Board may pay the dividends or interest payable on shares in respect of which any person is by transmission entitled to be registered as holder to such person upon production of such certificate and evidence as would be required if such person desired to be registered as a member in respect of such shares.	by the distribution recipient either in writing or as the directors may otherwise decide; (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide. 48.2 In the Articles, 'the distribution recipient' means, in respect of a share in respect of which a dividend or other sum is payable: (a) the holder of the share; or (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or (d) such other person or persons as the holder (or in the case of joint holders, all of them) may direct.	~~shall rank for or be entitled to dividends accordingly.~~ ~~134.2 Payment of dividends~~ ~~All dividends and interest shall be paid (subject to any lien of the Company) to those members whose names shall be on the register at the date at which such dividend shall be declared or at the date at which such interest shall be payable respectively, or at such other date as the Company by ordinary resolution or the Board may determine, notwithstanding any subsequent transfer or transmission of shares.~~ ~~134.3 Shares passing by transmission~~ ~~The Board may pay the dividends or interest payable on shares in respect of which any person is by transmission entitled to be registered as holder to such person upon production of such certificate and evidence as would be required if such person desired to be registered as a member in respect of such shares.~~ 48 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS 48.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more

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		of the following means: (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide; (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide; (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide. 48.2 In the Articles, 'the distribution recipient' means, in respect of a share in respect of which a dividend or other sum is payable:

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		(a) the holder of the share; or (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or (d) such other person or persons as the holder (or in the case of joint holders, all of them) may direct.
135. Calls or debts may be deducted from dividends The Board may deduct from any dividend or other money payable to any member on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to the shares of the Company.	49 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY 49.1 If: (a) a share is subject to the Company's lien; and (b) the directors are entitled to issue a lien enforcement notice in respect of it, they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under	~~135. Calls or debts may be deducted from dividends~~ ~~The Board may deduct from any dividend or other money payable to any member on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to the shares of the Company.~~ 49 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY 49.1 If: (a) a share is subject to the Company's lien; and

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	a lien enforcement notice. 49.2 Money so deducted must be used to pay any of the sums payable in respect of that share. 49.3 The Company must notify the distribution recipient in writing of: (a) the fact and amount of any such deduction; (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and (c) how the money deducted has been applied.	(b) the directors are entitled to issue a lien enforcement notice in respect of it, they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice. 49.2 Money so deducted must be used to pay any of the sums payable in respect of that share. 49.3 The Company must notify the distribution recipient in writing of: (a) the fact and amount of any such deduction; (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and (c) how the money deducted has been applied.
136. Distribution in specie The Company in general meeting may, on the recommendation of the Board, by ordinary resolution direct that payment of any dividend	52 NON-CASH DISTRIBUTIONS 52.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of	~~136. Distribution in specie~~ ~~The Company in general meeting may, on the recommendation of the Board, by ordinary resolution direct that payment of~~

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declared may be satisfied wholly or partly by the distribution of assets, and in particular, of fully paid up shares or debentures of any other company or in any one or more of such ways. Where any difficulty arises in regard to such distribution the Board may settle it as it thinks fit. In particular, subject to the provisions of the Acts, the Board may: (a) issue fractional certificates or authorise any person to sell and transfer any fractions or disregard fractions altogether; (b) fix the value for distribution of such assets or any part of them and determine that cash payments may be made to any members on the footing of the value so fixed, in order to adjust the rights of members; and (c) vest any such assets in trustees on trust for the persons entitled to the dividend.	the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company). 52.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution: (a) fixing the value of any assets; (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and (c) vesting any assets in trustees.	~~any dividend declared may be satisfied wholly or partly by the distribution of assets, and in particular, of fully paid up shares or debentures of any other company or in any one or more of such ways. Where any difficulty arises in regard to such distribution the Board may settle it as it thinks fit. In particular, subject to the provisions of the Acts, the Board may:~~ 52 NON-CASH DISTRIBUTIONS 52.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company). 52.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution: (a) ~~issue fractional certificates or authorise any person to sell and transfer any fractions or disregard fractions altogether~~fixing the value of any assets; (b) ~~fix the value for distribution of such~~

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		~~assets or any part of them and determine that cash payments may be made to any members on the footing of the~~paying cash to any distribution recipient on the basis of that value ~~so fixed,~~ in order to adjust the rights of ~~members~~recipients; and (c) ~~vest~~vesting any ~~such~~ assets in trustees ~~on trust for the persons entitled to the dividend~~.
137. Dividends not to bear interest Unless otherwise provided by the rights attached to the share no dividend or other moneys payable by the Company or in respect of a share shall bear interest as against the Company.	50 NO INTEREST ON DISTRIBUTIONS 50.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by: (a) the terms on which the share was issued; or (b) the provisions of another agreement between the holder of that share and the Company.	~~137. Dividends not to bear interest~~ ~~Unless otherwise provided by the rights attached to the share no dividend or other moneys payable by the Company or in respect of a share shall bear interest as against the Company.~~ 50 NO INTEREST ON DISTRIBUTIONS 50.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by: (a) the terms on which the share was issued; or (b) the provisions of another agreement between the holder of that share and the Company.

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138. Method of payment 138.1 General provisions The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by direct debit, bank transfer, cheque, dividend warrant or money order (or in respect of any uncertificated share, through the Uncertificated System) or by any other method, including electronic means, as the Board may consider appropriate and may send it by post or other delivery service to the registered address of the member or person entitled to it (or if 2 or more persons are holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the member or otherwise by operation of law to the registered address of such of those persons as is first named in the Register) or to such person and such address or to such account as such member or person or persons may direct in writing. Every cheque, warrant, order or other form of payment is sent at the risk of the person entitled to the money represented by it and shall be made payable to the order of the person or persons entitled or, where an authority in that behalf shall have been received by the Company in such form as the Company shall consider sufficient, to such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant, order or other form of payment to the person entitled or the person specified in such	48 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS 48.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means: (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide; (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide; (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide. 48.2 In the Articles, 'the distribution	48 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS 48.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means: (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide; (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide; (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide.

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authority shall be a good discharge by the Company. If any such cheque, warrant or order has or shall be alleged to have been lost, stolen or destroyed the Board may at the request of the person entitled to it issue a replacement cheque, warrant or order, subject to compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Board may think fit. Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other moneys payable in respect of such share. Any such dividend, interest or other sum may also be paid by any other method as the Board considers appropriate. If the payment is made on behalf of the Company through the Uncertificated System the Company shall not be responsible for any default in accounting for such payment to the member or other person entitled to such payment by a bank or other financial intermediary of which the member or other person is a customer for settlement purposes in connection with the Uncertificated System. If a member (or joint member) does not specify an address, or does not specify an account or such other details and in each case that information is necessary in order to make a payment of a dividend, interest or other sum by the means by which in accordance with this Article 138 the Board have decided that a payment is to be made or by which the	recipient' means, in respect of a share in respect of which a dividend or other sum is payable: (a) the holder of the share; or (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or (d) such other person or persons as the holder (or in the case of joint holders, all of them) may direct.	48.2 In the Articles, 'the distribution recipient' means, in respect of a share in respect of which a dividend or other sum is payable: ~~138.~~(a) ~~Method~~the holder of ~~payment~~the share; or ~~138.1 General provisions~~ ~~The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by direct debit, bank transfer, cheque, dividend warrant or money order (or in respect of any uncertificated share, through the Uncertificated System) or by any other method, including electronic means, as the Board may consider appropriate and may send it by post or other delivery service to the registered address of the member or person entitled to it (or if 2 or more persons are holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the member or otherwise by operation of law to the registered address of such of those persons as is first named in the Register) or to such person and such address or to such account as such member or person or persons may direct in writing. Every cheque, warrant, order or other form of payment is sent at the risk of the person entitled to the money represented by it and shall be made payable to the order of the~~

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member (or joint member) has validly elected to receive payment or the payment cannot be made by the Company using the details provided by the member (or joint member), the dividend, interest or other sum shall be treated as unclaimed for the purposes of these Articles. 138.2 Payment in currencies other than sterling The Board may, at its discretion, make provisions to enable such member(s) as the Board shall from time to time determine to receive dividends duly declared in a currency or currencies other than sterling. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the foreign currency equivalent of any sum payable as a dividend shall be such market rate selected by the Board as it shall consider appropriate at the close of business in London on the date which is the business day last preceding: (a) in the case of a dividend to be declared by the Company in general meeting, the date on which the Board publicly announces its intention to recommend that specific dividend; and (b) in the case of any other dividend, the date on which the Board publicly announces its		~~person or persons entitled or, where an authority in that behalf shall have been received by the Company in such form as the Company shall consider sufficient, to such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant, order or other form of payment to the person entitled or the person specified in such authority shall be a good discharge by the Company. If any such cheque, warrant or order has or shall be alleged to have been lost, stolen or destroyed the Board may at the request of the person entitled to it issue a replacement cheque, warrant or order, subject to compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Board may think fit. Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other moneys payable in respect of such share. Any such dividend, interest or other sum may also be paid by any other method as the Board considers appropriate. If the payment is made on behalf of the Company through the Uncertificated System the Company shall not be responsible for any default in accounting for such payment to the member or other person entitled to such payment by a bank or other financial intermediary of which the member or other person is a customer for settlement~~

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intention to pay that specific dividend, provided that where the Board considers the circumstances to be appropriate it shall determine such foreign currency equivalent by reference to such market rate or rates or the mean of such market rates prevailing at such time or times or on such other date or dates, in each case falling before the time of the relevant announcement, as the Board may select. 138.3 Payments through the Uncertificated System The Board may: (a) lay down procedures for making any payments in respect of uncertificated shares through the Uncertificated System; (b) allow any holder of uncertificated shares to elect to receive or not to receive any such payment through the Uncertificated System; and (c) lay down procedures to enable any such holder to make, vary or revoke any such election. The Company may make, or procure the making of, any payment in respect of a member's uncertificated shares through the Uncertificated System in accordance with any authority given to the Company to do so		~~purposes in connection with the Uncertificated System. If a member (or joint member) does~~ ~~not specify an address, or does not specify an account or such other details and in each case that information is necessary in order to make a payment of a dividend, interest or other sum by the means by which in accordance with this Article 138 the Board have decided that a payment is to be made or by which the member (or joint member) has validly elected to receive payment or the payment cannot be made by the Company using the details provided by the member (or joint member), the dividend, interest or other sum shall be treated as unclaimed for the purposes of these Articles.~~ ~~138.2 Payment in currencies other than sterling~~ ~~The Board may, at its discretion, make provisions to enable such member(s) as the Board shall from time to time determine to receive dividends duly declared in a currency or currencies other than sterling. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the foreign currency equivalent of any sum payable as a dividend shall be such market rate selected by the Board as it~~

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(whether in writing, through the Uncertificated System or otherwise) by or on behalf of the member in a form satisfactory to the Board. The making of such payment in accordance with such authority shall be a good discharge by the Company.		~~shall consider appropriate at the close of business in London on the date which is the business day last preceding:~~ ~~(a) in the case of a dividend to be declared by the Company in general meeting, the date on which the Board publicly announces its intention to recommend that specific dividend; and~~ ~~(b) in the case of any other dividend, the date on which the Board publicly announces its intention to pay that specific dividend, provided that where the Board considers the circumstances to be appropriate it shall determine such foreign currency equivalent by reference to such market rate or rates or the mean of such market rates prevailing at such time or times or on such other date or dates, in each case falling before the time of the relevant announcement, as the Board may select.~~ ~~138.3 Payments through the Uncertificated System~~ ~~The Board may:~~ ~~(a) lay down procedures for making any payments in respect of uncertificated shares through the Uncertificated System;~~ (b) ~~allow any holder of uncertificated~~

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		~~shares to elect to receive or not to receive any such payment through the Uncertificated System; and~~if the share has two or more joint holders, whichever of them is named first in the register of members; or (c) ~~lay down procedures to enable any such holder to make, vary or revoke any such election.~~if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or ~~The Company may make, or procure the making of, any payment in respect of a member's uncertificated shares through the Uncertificated System in accordance with any authority given to the Company to do so (whether in writing, through the Uncertificated System or otherwise) by or on behalf of the member in a form satisfactory to the Board. The making of such payment in accordance with such authority shall be a good discharge by the Company.~~ (d) such other person or persons as the holder (or in the case of joint holders, all of them) may direct.
139. Uncashed dividends If cheques, warrants, orders or any other form	51 UNCLAIMED DISTRIBUTIONS	~~139. Uncashed dividends~~ ~~If cheques, warrants, orders or any other~~

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of payment for dividends or other sums payable in respect of a share sent by the Company to the person entitled thereto by post are returned to the Company, rejected by the recipient or otherwise returned to the Company, undelivered or left uncashed on two consecutive occasions the Company shall not be obliged to send any further dividends or other moneys payable in respect of that share due to that person until he notifies the Company of an address or bank account to be used for the purpose.	51.1 All dividends or other sums which are: (a) payable in respect of shares; and (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed. 51.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it. 51.3 If: (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.	~~form of payment for dividends or other sums payable in respect of a share sent by the Company to the person entitled thereto by post are returned to the Company, rejected by the recipient or otherwise returned to the Company, undelivered or left uncashed on two consecutive occasions the Company shall not be obliged to send any further dividends or other moneys payable in respect of that share due to that person until he notifies the Company of an address or bank account to be used for the purpose.~~ 51 UNCLAIMED DISTRIBUTIONS 51.1 All dividends or other sums which are: (a) payable in respect of shares; and (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed. 51.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it. 51.3 If:

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		(a) twelve years have passed from the date on which a dividend or other sum became due for payment; and (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.
140. Unclaimed dividends All dividends, interest or other sum payable and unclaimed for 12 months after having become payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of 12 years after having become due for payment shall (if the Board so resolves) be forfeited and shall revert to the Company.	51 UNCLAIMED DISTRIBUTIONS 51.1 All dividends or other sums which are: (a) payable in respect of shares; and (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed. 51.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it. 51.3 If: (a) twelve years have passed from the date on which a dividend or other sum became	~~140. Unclaimed dividends~~ ~~All dividends, interest or other sum payable and unclaimed for 12 months after having become payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of 12 years after having become due for payment shall (if the Board so resolves) be forfeited and shall revert to the Company.~~ 51 UNCLAIMED DISTRIBUTIONS 51.1 All dividends or other sums which are: (a) payable in respect of shares; and (b) unclaimed after having been

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	due for payment; and (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.	declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed. 51.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it. 51.3 If: (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.
141. Waiver of dividends Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if: (a) the share has more than one holder; or	53 WAIVER OF DISTRIBUTIONS 53.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if: (a) the share has more than one holder;	~~141. Waiver of dividends~~ 53 WAIVER OF DISTRIBUTIONS 53.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that

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(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.	or (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.	effect, but if: (a) the share has more than one holder; or (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share~~.~~
142. Payment of scrip dividends 142.1 Authority to pay scrip dividends The Board may with the prior authority of an ordinary resolution of the Company and subject to such conditions as the Board may determine and provided that the Company has sufficient unissued shares and undistributed profits or reserves to give effect to it, offer to any holders of Ordinary Shares the right to elect to receive Ordinary Shares credited as fully paid, in whole or in part instead of cash in respect of the whole or some part (to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply: (a) the said resolution may specify a	48 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS 48.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means: (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide; (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified	48 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS 48.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means: (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide; (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address

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particular dividend, or may specify all or any dividends declared within a specified period or periods but such period may not end later than the beginning of the fifth annual general meeting following the date of the meeting at which such resolution is passed; (b) the entitlement of each holder of Ordinary Shares to new Ordinary Shares shall be such that the relevant value of the entitlement shall, unless the Board otherwise determines, be as nearly as possible equal to the cash amount (disregarding any tax credit) of the dividend that such holder would have received by way of dividend. For this purpose "relevant value" shall be calculated by reference to the average of the middle market quotations for the Ordinary Shares on the London Stock Exchange, as derived from the Daily Official List, for the day on which the Ordinary Shares are first quoted "ex" the relevant dividend and the four subsequent dealing days, or in such other manner as the Board may determine on such basis as it considers to be fair and reasonable. A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the Auditors may rely on advice or information from such brokers or other sources of information as they think fit; (c) no fractions of a share shall be allotted	by the distribution recipient either in writing or as the directors may otherwise decide; (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide. 48.2 In the Articles, 'the distribution recipient' means, in respect of a share in respect of which a dividend or other sum is payable: (a) the holder of the share; or (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or (d) such other person or persons as the holder (or in the case of joint holders, all of them) may direct.	specified by the distribution recipient either in writing or as the directors may otherwise decide; ~~142. Payment of scrip dividends~~ ~~142.1 Authority to pay scrip dividends~~ ~~The Board may with the prior authority of an ordinary resolution of the Company and subject to such conditions as the Board may determine and provided that the Company has sufficient unissued shares and undistributed profits or reserves to give effect to it, offer to any holders of Ordinary Shares the right to elect to receive Ordinary Shares credited as fully paid, in whole or in part instead of cash in respect of the whole or some part (to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply:~~ ~~(a) the said resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period or periods but such period may not end later than the beginning of the fifth annual general meeting following the date of the meeting at which such resolution is passed;~~ ~~(b) the entitlement of each holder of Ordinary Shares to new Ordinary Shares shall be such that the relevant value of the~~

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and the Directors may make such provision as they think fit for dealing with the case of shares otherwise becoming distributable in fractions including provisions whereby, in whole or in part, the benefit of the fractional entitlements accrues to the Company rather than to the members concerned; (d) the Directors may specify a minimum number of Ordinary Shares in respect of which the right of election may be exercised; (e) without prejudice to Article 142.2 (Election mandates), the Board shall, after determining the basis of allotment, notify the holders of Ordinary Shares in writing of the right of election offered to them and specify the procedure to be followed and place at which and the latest time by which (being at least 21 clear days after the despatch of the notice) elections must be lodged in order to be effective. A form of election lodged in respect of a particular dividend in relation to which the Directors have announced their intention to offer elections may not be revoked as regards the said dividend unless prior to the latest time specified by the Directors for lodgement of elections in respect of the said dividend written notice of revocation is lodged at the place specified by the Directors as aforesaid; (f) the Board may exclude from any offer or impose any restrictions on any holders of Ordinary Shares or any Ordinary Shares on		~~entitlement shall, unless the Board otherwise determines, be as nearly as possible equal to the cash amount (disregarding any tax credit) of the dividend that such holder would have received by way of dividend. For this purpose "relevant value" shall be calculated by reference to the average of the middle market quotations for the Ordinary Shares on the London Stock Exchange, as derived from the Daily Official List, for the day on which the Ordinary Shares are first quoted "ex" the relevant dividend and the four subsequent dealing days, or in such other manner as the Board may determine on such basis as it considers to be fair and reasonable. A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the Auditors may rely on advice or information from such brokers or other sources of information as they think fit;~~ (c) ~~no fractions of a share shall be allotted and the Directors may make such provision as they think fit for dealing with the case of shares otherwise becoming distributable in fractions including provisions whereby, in whole or in part, the benefit of the fractional entitlements accrues to the Company rather than to the members concerned;~~sending a cheque made payable

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which dividends are payable in foreign currency as they think necessary or desirable where the Board considers that the making of the offer to them or in respect of such shares would or might involve the contravention of the laws of any territory or that such exclusions or restrictions are necessary or expedient; (g) the Board may determine that every duly effected election in respect of any Ordinary Shares shall be binding on every successor in title to their holder; (h) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on Ordinary Shares in respect of which an election has been duly made (the "elected Ordinary Shares") and instead additional Ordinary Shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the Board may capitalise out of any amount for the time being standing to the credit of any reserve or fund (including any share premium account or capital redemption reserve) or of any of the profits which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to the		to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or (d) ~~the Directors may specify a minimum number of Ordinary Shares in respect of which the right of election may be exercised;~~any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide. 48.2 In the Articles, 'the distribution recipient' means, in respect of a share in respect of which a dividend or other sum is payable: (a) the holder of the share; or (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or (d) such other person or persons as the holder (or in the case of joint holders, all of them) may direct. ~~(e) without prejudice to Article 142.2~~

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holders of the elected Ordinary Shares on that basis. A Board resolution capitalising any part of such reserve or fund or profits shall have the same effect as if such capitalisation had been declared by ordinary resolution of the Company in accordance with Article 144 (Capitalisation of reserves) and in relation to any such capitalisation the Board may exercise all the powers conferred on them by Article 144 (Capitalisation of reserves) without need of such ordinary resolution; (i) the additional Ordinary Shares so allotted shall rank pari passu in all respects with each other and with the fully paid Ordinary Shares in issue on the record date for the dividend in respect of which the right of election has been offered except that they will not rank for any dividend or other distribution or other entitlement (including the relevant dividend and the share election in lieu of such dividend) which has been declared, paid or made by reference to such record date or any earlier record date; and (j) the Board may terminate, suspend or amend any offer of the right to elect to receive Ordinary Shares in lieu of any cash dividend at any time (whether temporarily or otherwise) and shall not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it		~~(Election mandates), the Board shall, after determining the basis of allotment, notify the holders of Ordinary Shares in writing of the right of election offered to them and specify the procedure to be followed and place at which and the latest time by which (being at least 21 clear days after the despatch of the notice) elections must be lodged in order to be effective. A form of election lodged in respect of a particular dividend in relation to which the Directors have announced their intention to offer elections may not be revoked as regards the said dividend unless prior to the latest time specified by the Directors for lodgement of elections in respect of the said dividend written notice of revocation is lodged at the place specified by the Directors as aforesaid;~~ ~~(f) the Board may exclude from any offer or impose any restrictions on any holders of Ordinary Shares or any Ordinary Shares on which dividends are payable in foreign currency as they think necessary or desirable where the Board considers that the making of the offer to them or in respect of such shares would or might involve the contravention of the laws of any territory or that such exclusions or restrictions are necessary or expedient;~~ ~~(g) the Board may determine that every duly effected election in respect of any Ordinary Shares shall be binding on every~~

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after the basis of allotment is determined. 142.2 Election mandates The Board may also from time to time establish or vary a procedure for election mandates, under which a holder of Ordinary Shares may elect to receive Ordinary Shares credited as fully paid instead of cash in respect of all or certain future rights offered to that holder under this Article until the election mandate is revoked in accordance with any such procedure. 142.3 Admission of shares The Company shall apply to the relevant regulatory authority for the additional Ordinary Shares so allotted to be admitted to the recognised investment exchange(s) or other stock exchanges and securities list(s) (if any) to which the Company's existing issued Ordinary Shares are admitted. 142.4 Directors' powers Subject to the provisions of the Acts, the Directors shall have power to do all acts and things as they consider necessary or expedient to give effect to this Article.		~~successor in title to their holder;~~ ~~(h) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on Ordinary Shares in respect of which an election has been duly made (the "elected Ordinary Shares") and instead additional Ordinary Shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the Board may capitalise out of any amount for the time being standing to the credit of any reserve or fund (including any share premium account or capital redemption reserve) or of any of the profits which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to the holders of the elected Ordinary Shares on that basis. A Board resolution capitalising any part of such reserve or fund or profits shall have the same effect as if such capitalisation had been declared by ordinary resolution of the Company in accordance with Article 144 (Capitalisation of reserves) and in relation to any such capitalisation the Board may exercise all the powers conferred on them~~

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		~~by Article 144 (Capitalisation of reserves) without need of such ordinary resolution;~~ ~~(i) the additional Ordinary Shares so allotted shall rank pari passu in all respects with each other and with the fully paid Ordinary Shares in issue on the record date for the dividend in respect of which the right of election has been offered except that they will not rank for any dividend or other distribution or other entitlement (including the relevant dividend and the share election in lieu of such dividend) which has been declared, paid or made by reference to such record date or any earlier record date; and~~ ~~(j) the Board may terminate, suspend or amend any offer of the right to elect to receive Ordinary Shares in lieu of any cash dividend at any time (whether temporarily or otherwise) and shall not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined.~~ ~~142.2 Election mandates~~ ~~The Board may also from time to time establish or vary a procedure for election mandates, under which a holder of Ordinary Shares may elect to receive Ordinary Shares credited as fully paid instead of cash~~

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		~~in respect of all or certain future rights offered to that holder under this Article until the election mandate is revoked in accordance with any such procedure.~~ ~~142.3 Admission of shares~~ ~~The Company shall apply to the relevant regulatory authority for the additional Ordinary Shares so allotted to be admitted to the recognised investment exchange(s) or other stock exchanges and securities list(s) (if any) to which the Company's existing issued Ordinary Shares are admitted.~~ ~~142.4 Directors' powers~~ ~~Subject to the provisions of the Acts, the Directors shall have power to do all acts and things as they consider necessary or expedient to give effect to this Article.~~
143. Reserves The Board may, before recommending any dividend (whether preferential or otherwise) carry to reserves out of the profits of the Company such sums as it thinks fit. All sums standing to reserves may be applied from time to time, at the discretion of the Board, for any other purpose to which the profits of the Company may properly be applied and pending such application may either be	54 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS 54.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution: (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum	~~143. Reserves~~ ~~The Board may, before recommending any dividend (whether preferential or otherwise) carry to reserves out of the profits of the Company such sums as it thinks fit. All sums standing to reserves may be applied from time to time, at the discretion of the Board, for any other purpose to which the profits of the Company may properly be applied and pending such application may~~

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employed in the business of the Company or be invested in such investments as the Board thinks fit and so that it shall not be necessary to keep any investment constituting the reserve separate or distinct from any other investment of the Company. The Board may divide the reserve into such special funds as it thinks fit and may (subject to the following sentence) consolidate into one fund any special fund or any part of any special fund into which the reserve may have been divided as it thinks fit. Any sum which the Board may carry to reserve out of the unrealised profit of the Company shall not be mixed with any reserve to which profits available for distribution have been carried. The Board may also, without placing the same to reserve, carry forward any profit which it may think prudent not to distribute.	standing to the credit of the Company's share premium account or capital redemption reserve; and (b) appropriate any sum which they so decide to capitalise (a 'capitalised sum') to the persons who would have been entitled to it if it were distributed by way of dividend (the 'persons entitled') and in the same proportions. 54.2 Capitalised sums must be applied: (a) on behalf of the persons entitled; and (b) in the same proportions as a dividend would have been distributed to them. 54.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum, which are then allotted credited as fully paid to the persons entitled or as they may direct. 54.4 A capitalised sum which was appropriated from profits available for distribution may be applied: (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they	~~either be employed in the business of the Company or be invested in such investments as the Board thinks fit and so that it shall not be necessary to keep any investment constituting the reserve separate or distinct from any other investment of the Company. The Board may divide the reserve into such special funds as it thinks fit and may (subject to the following sentence) consolidate into one fund any special fund or any part of any special fund into which the reserve may have been divided as it thinks fit. Any sum which the Board may carry to reserve out of the unrealised profit of the Company shall not be mixed with any reserve to which profits available for distribution have been carried. The Board may also, without placing the same to reserve, carry forward any profit which it may think prudent not to distribute.~~ 54 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS 54.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution: (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend,

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	may direct. 54.5 Subject to the Articles the directors may: (a) apply capitalised sums in accordance with Articles 54.3 and 54.4 partly in one way and partly in another; (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.	or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and (b) appropriate any sum which they so decide to capitalise (a 'capitalised sum') to the persons who would have been entitled to it if it were distributed by way of dividend (the 'persons entitled') and in the same proportions. 54.2 Capitalised sums must be applied: (a) on behalf of the persons entitled; and (b) in the same proportions as a dividend would have been distributed to them. 54.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum, which are then allotted credited as fully paid to the persons entitled or as they may direct. 54.4 A capitalised sum which was appropriated from profits available for distribution may be applied: (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or

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		(b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct. 54.5 Subject to the Articles the directors may: (a) apply capitalised sums in accordance with Articles 54.3 and 54.4 partly in one way and partly in another; (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.
144. Capitalisation of reserves The Board may with the authority of an ordinary resolution of the Company: (a) subject as provided in this Article, resolve to capitalise any profits of the Company not required for paying any	54 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS 54.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution: (a) decide to capitalise any profits of the	54 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS 54.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:

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preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company which is available for distribution or standing to the credit of share premium account or capital redemption reserve or other undistributable reserve; (b) appropriate the sum resolved to be capitalised on the date specified in the resolution to the holders of Ordinary Shares in proportion to the nominal amount of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum was then distributable and was distributed by way of dividend, and apply such sum on their behalf in or towards paying up the amount, if any, for the time being unpaid on any share held by them respectively and/or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those holders of Ordinary Shares or as they may direct in those proportions provided that: (i) the share premium account, the capital redemption reserve, any other undistributable reserve and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to holders of Ordinary	Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and (b) appropriate any sum which they so decide to capitalise (a 'capitalised sum') to the persons who would have been entitled to it if it were distributed by way of dividend (the 'persons entitled') and in the same proportions. 54.2 Capitalised sums must be applied: (a) on behalf of the persons entitled; and (b) in the same proportions as a dividend would have been distributed to them. 54.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum, which are then allotted credited as fully paid to the persons entitled or as they may direct. 54.4 A capitalised sum which was appropriated from profits available for distribution may be applied: (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or	~~144. Capitalisation of reserves~~ ~~The Board may with the authority of an ordinary resolution of the Company:~~ (a) ~~subject as provided in this Article, resolve~~decide to capitalise any profits of the Company ~~not required for paying any preferential dividend~~ (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of ~~any reserve or fund of the Company which is available for distribution or standing to the credit of~~the Company's share premium account or capital redemption reserve ~~or other undistributable reserve~~; and ~~(b) appropriate the sum resolved to be capitalised on the date specified in the resolution to the holders of Ordinary Shares in proportion to the nominal amount of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum was then distributable and was distributed by way of dividend, and apply such sum on their behalf in or towards paying up the amount, if any, for the time being unpaid on any share held by them respectively and/or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum and allot the~~

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Shares credited as fully paid; and (ii) in a case where any sum is applied in paying amounts for the time being unpaid on any shares of the Company or in paying up in full debentures of the Company, the amount of the net assets of the Company at that time is not less than the aggregate of the called up share capital of the Company and its undistributable reserves as shown in the latest audited accounts of the Company or such other accounts as may be relevant and would not be reduced below that aggregate by the payment of it; (c) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends; (d) make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of such fractions to the Company rather than to the holders of Ordinary Shares concerned) or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions; and (e) generally do all acts and things	(b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct. 54.5 Subject to the Articles the directors may: (a) apply capitalised sums in accordance with Articles 54.3 and 54.4 partly in one way and partly in another; (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.	~~shares or debentures credited as fully paid to those holders of Ordinary Shares or as they may direct in those proportions provided that:~~ ~~(i) the share premium account, the capital redemption reserve, any other undistributable reserve and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to holders of Ordinary Shares credited as fully paid; and~~ ~~(ii) in a case where any sum is applied in paying amounts for the time being unpaid on any shares of the Company or in paying up in full debentures of the Company, the amount of the net assets of the Company at that time is not less than the aggregate of the called up share capital of the Company and its undistributable reserves as shown in the latest audited accounts of the~~ ~~Company or such other accounts as may be relevant and would not be reduced below that aggregate by the payment of it;~~ ~~(c) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly~~

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required to give effect to such resolution. The Directors may appoint any person to sign any contract with the Company on behalf of those who are entitled to shares under the resolution. Such a contract shall be binding on all concerned.		~~paid shares rank for dividends;~~ (b) appropriate any sum which they so decide to capitalise (a 'capitalised sum') to the persons who would have been entitled to it if it were distributed by way of dividend (the 'persons entitled') and in the same proportions. 54.2 Capitalised sums must be applied: (a) on behalf of the persons entitled; and (b) in the same proportions as a dividend would have been distributed to them. 54.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum, which are then allotted credited as fully paid to the persons entitled or as they may direct. 54.4 A capitalised sum which was appropriated from profits available for distribution may be applied: (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or (b) in paying up new debentures of the Company which are then allotted credited

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		as fully paid to the persons entitled or as they may direct. 54.5 Subject to the Articles the directors may: (a) apply capitalised sums in accordance with Articles 54.3 and 54.4 partly in one way and partly in another; (~~d~~b) make such ~~provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of such fractions to the Company rather than to the holders of Ordinary Shares concerned) or by payment in cash or otherwise as it thinks fit in the case of~~arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and ~~(e) generally do all acts and things required to give effect to such resolution.~~ ~~The Directors may appoint~~(c) authorise any person to ~~sign any contract~~enter into an agreement with the Company on behalf of ~~those who are~~all the persons entitled ~~to shares under the resolution. Such a contract shall be~~which is binding on ~~all concerned~~them in respect of the allotment of shares and debentures to them under

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		this Article.
145. Record dates Notwithstanding any other provision of these Articles but subject always to the provisions of the Acts and without prejudice to the rights attached to any shares, the Company or the Board may fix any date (the "record date") as the date at the close of business (or such other time as the Board may determine) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue, notice, information, document or circular. Such record date may be on or at any time within 6 months before any date on which such dividend, distribution, interest, allotment, issue, notice, information, document or circular is declared, paid, made, or sent or supplied. In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.	48 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS 48.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means: (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide; (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide; (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may	~~145. Record dates~~ ~~Notwithstanding any other provision of these Articles but subject always to the provisions of the Acts and without prejudice to the rights attached to any shares, the Company or the Board may fix any date (the "record date") as the date at the close of business (or such other time as the Board may determine) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue, notice, information, document or circular. Such record date may be on or at any time within 6 months before any date on which such dividend, distribution, interest, allotment, issue, notice, information, document or circular is declared, paid, made, or sent or supplied. In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.~~ 48 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS 48.1 Where a dividend or other sum which is a distribution is payable in respect

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	otherwise decide. 48.2 In the Articles, 'the distribution recipient' means, in respect of a share in respect of which a dividend or other sum is payable: (a) the holder of the share; or (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or (d) such other person or persons as the holder (or in the case of joint holders, all of them) may direct.	of a share, it must be paid by one or more of the following means: (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide; (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide; (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide. 48.2 In the Articles, 'the distribution recipient' means, in respect of a share in respect of which a dividend or other sum is payable:

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		(a) the holder of the share; or (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or (d) such other person or persons as the holder (or in the case of joint holders, all of them) may direct.
146. Accounting records The Board shall cause accounting records to be kept in accordance with the provisions of the Acts and shall keep such other books and registers as are necessary to comply with the provisions of the Acts.	None	~~146. Accounting records~~ ~~The Board shall cause accounting records to be kept in accordance with the provisions of the Acts and shall keep such other books and registers as are necessary to comply with the provisions of the Acts.~~
147. Inspection of records The accounting records shall be kept at the registered office or (subject to the provisions of the Acts) at such other place in United Kingdom as the Board thinks fit. No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the Court, by the Board or by ordinary resolution of	69 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS 69.1 Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.	69 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS 69.1 Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

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the Company. Such records shall at all times be open to inspection by officers of the Company.		~~147. Inspection of records~~ ~~The accounting records shall be kept at the registered office or (subject to the provisions of the Acts) at such other place in United Kingdom as the Board thinks fit. No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the Court, by the Board or by ordinary resolution of the Company. Such records shall at all times be open to inspection by officers of the Company.~~
148. Sending out copies of accounts and other documents and publishing on website (a) Except as provided in Article 150 (Summary financial statements) and except as provided in Section 423(2) of the 2006 Act and subject to Article 157.7 (Joint holders), a copy of the Directors' and Auditor's reports, accompanied by a copy of the annual accounts (including every document required by law to be comprised in them or annexed or attached to such accounts), shall, not less than 21 clear days before the meeting of the Company before which they are to be laid, be sent or supplied to: (i) every member; and (ii) every holder of debentures of the	67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.	~~148. Sending out copies of accounts and other documents and publishing on website~~ ~~(a) Except as provided in Article 150 (Summary financial statements) and except as provided in Section 423(2) of the 2006 Act and subject to Article 157.7 (Joint holders), a copy of the Directors' and Auditor's reports, accompanied by a copy of the annual accounts (including every document required by law to be comprised in them or annexed or attached to such accounts), shall, not less than 21 clear days before the meeting of the Company before which they are to be laid, be sent or supplied to:~~ 67 MEANS OF COMMUNICATION TO

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Company; and (iii) the Auditors; and (iv) every other person who is entitled to receive notice of general meetings, and shall be sent or supplied in any manner in which documents or information may be sent or supplied by the Company to a member in accordance with these Articles. (b) Any member to whom such documents are sent or supplied shall be entitled to receive a further copy, free of charge, on application at the Office. (c) If all or any of the shares in or debentures of the Company are listed or dealt in on any stock exchange, there shall at the same time be forwarded such number of copies of each of those documents to such persons as the regulations of that stock exchange may from time to time require. (d) Subject to, and in accordance with, the provisions of Section 430 of the 2006 Act, the Company shall make available on a website its annual accounts and reports (as defined in Section 471 of the 2006 Act) and ensure that they remain so available until the annual accounts and reports for the Company's next following financial year are made available on	67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to	BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the

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a website in accordance with this Article.	the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.	Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) ~~every member~~to an address outside the United Kingdom; ~~and~~or (ii) ~~every holder of debentures of the Company; and~~from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

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		(d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding. ~~(iii) the Auditors; and~~ ~~(iv) every other person who is entitled to receive notice of general meetings,~~ ~~and shall be sent or supplied in any manner in which documents or information may be sent or supplied by the Company to a member in accordance with these Articles.~~ ~~(b) Any member to whom such~~

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		~~documents are sent or supplied shall be entitled to receive a further copy, free of charge, on application at the Office.~~ ~~(c) If all or any of the shares in or debentures of the Company are listed or dealt in on any stock exchange, there shall at the same time be forwarded such number of copies of each of those documents to such persons as the regulations of that stock exchange may from time to time require.~~ ~~(d) Subject to, and in accordance with, the provisions of Section 430 of the 2006 Act, the Company shall make available on a website its annual accounts and reports (as defined in Section 471 of the 2006 Act) and ensure that they remain so available until the annual accounts and reports for the Company's next following financial year are made available on a website in accordance with this Article.~~
149. Members' approval of Directors' remuneration report In accordance with Section 439 of the 2006 Act the Company shall, prior to any meeting of the Company before which the Company's annual accounts for the financial year in question are to be laid, give to the members entitled to be sent notice of the meeting, notice of the intention to move at the meeting (as an	None	~~149. Members' approval of Directors' remuneration report~~ ~~In accordance with Section 439 of the 2006 Act the Company shall, prior to any meeting of the Company before which the Company's annual accounts for the financial year in question are to be laid, give to the members entitled to be sent notice of the meeting, notice of the intention to move~~

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ordinary resolution) a resolution approving the directors' remuneration report for the financial year. Such notice shall be given in any manner permitted for the service on the members of notice of the meeting. The requirement under this Article shall only apply to the extent that the Directors are obliged to prepare a directors' remuneration report pursuant to the Acts.		~~at the meeting (as an ordinary resolution) a resolution approving the directors' remuneration report for the financial year. Such notice shall be given in any manner permitted for the service on the members of notice of the meeting. The requirement under this Article shall only apply to the extent that the Directors are obliged to prepare a directors' remuneration report pursuant to the Acts.~~
150. Summary financial statements The Company may, in accordance with and subject to the provisions of Sections 426 to 429 (inclusive) of the 2006 Act (to the extent applicable to the Company) and any regulations made under it, send or supply a summary financial statement to any member instead of or in addition to the documents referred to in Article 148 (Sending out copies of accounts and other documents and publishing on website). Where it does so, the statement shall be sent or supplied to the member not less than 21 clear days before the meeting before which those documents are to be laid.	None	~~150. Summary financial statements~~ ~~The Company may, in accordance with and subject to the provisions of Sections 426 to 429 (inclusive) of the 2006 Act (to the extent applicable to the Company) and any regulations made under it, send or supply a summary financial statement to any member instead of or in addition to the documents referred to in Article 148 (Sending out copies of accounts and other documents and publishing on website). Where it does so, the statement shall be sent or supplied to the member not less than 21 clear days before the meeting before which those documents are to be laid.~~
151. Defective appointment and rights of Auditor 151.1 Defective appointment	None	~~151. Defective appointment and rights of Auditor~~ ~~151.1 Defective appointment~~

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Subject to the provisions of the Acts, all acts done by any person acting as an auditor of the Company shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified. 151.2 Auditor's rights Pursuant to the provisions of Section 502 of the 2006 Act, an Auditor shall be entitled to: (a) receive all notices of, and other communications relating to, any general meeting which a member of the Company is entitled to receive; (b) attend any general meeting of the Company; and (c) be heard at any general meeting which he attends on any part of the business of the meeting which concerns him as Auditor, and where the Auditor is a firm, the right to attend or be heard at a meeting is exercisable by an individual authorised by the firm in writing to act as its representative at the meeting.		~~Subject to the provisions of the Acts, all acts done by any person acting as an auditor of the Company shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.~~ ~~151.2 Auditor's rights~~ ~~Pursuant to the provisions of Section 502 of the 2006 Act, an Auditor shall be entitled to:~~ ~~(a) receive all notices of, and other communications relating to, any general meeting which a member of the Company is entitled to receive;~~ ~~(b) attend any general meeting of the Company; and~~ ~~(c) be heard at any general meeting which he attends on any part of the business of the meeting which concerns him as Auditor,~~ ~~and where the Auditor is a firm, the right to attend or be heard at a meeting is exercisable by an individual authorised by the firm in writing to act as its representative at the meeting.~~

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152. Website publication of audit concerns 152.1 Members' power to require website publication of audit concerns Pursuant to Section 527 of the 2006 Act, the members shall be entitled to require the Company to publish on a website a statement setting out any matter relating to: (a) the audit of the Company's accounts (including the auditor's report and the conduct of the audit) that are to be laid before the next accounts meeting; or (b) any circumstances connected with an auditor of the Company ceasing to hold office since the previous accounts meeting, that the members propose to raise at the next accounts meeting of the Company, provided that the entitlement of the members pursuant to sub-paragraph (a) shall only apply in relation to accounts of the Company for financial years beginning on or after 6 April 2008 and sub-paragraph (b) shall only apply in relation to auditors appointed for financial years beginning on or after that date. 152.2 Company's obligation to make website publication only if certain thresholds met (a) The Company shall only be required to	None	~~152. Website publication of audit concerns~~ ~~152.1 Members' power to require website publication of audit concerns~~ ~~Pursuant to Section 527 of the 2006 Act, the members shall be entitled to require the Company to publish on a website a statement setting out any matter relating to:~~ ~~(a) the audit of the Company's accounts (including the auditor's report and the conduct of the audit) that are to be laid before the next accounts meeting; or~~ ~~(b) any circumstances connected with an auditor of the Company ceasing to hold office since the previous accounts meeting,~~ ~~that the members propose to raise at the next accounts meeting of the Company, provided that the entitlement of the members pursuant to sub-paragraph (a) shall only apply in relation to accounts of the Company for financial years beginning on or after 6 April 2008 and sub-paragraph (b) shall only apply in relation to auditors appointed for financial years beginning on or after that date.~~ ~~152.2 Company's obligation to make website publication only if certain thresholds~~

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make such a publication pursuant to Article 152.1 (Members' power to require website publication of audit concerns) once it has received requests to that effect from: (i) members representing at least 5% of the total voting rights of all the members who have a right to vote at the relevant accounts meeting of the Company (excluding any voting rights attached to any shares in the Company held as treasury shares); or (ii) at least one hundred members who have a right to vote at the relevant accounts meeting and hold shares in the Company on which there has been paid up an average sum, per member, of at least £100, and the Company shall not be obliged to place on a website a statement under this Article if, on an application by the Company or another person who claims to be aggrieved, the court is satisfied that the rights conferred by this Article are being abused. "Accounts meeting" has the meaning set out in Section 439(6) of the 2006 Act. (b) In addition, the provisions of Section 153 of the 2006 Act shall apply. 152.3 Form of request		~~met~~ ~~(a) The Company shall only be required to make such a publication pursuant to Article~~ ~~152.1 (Members' power to require website publication of audit concerns) once it has received requests to that effect from:~~ ~~(i) members representing at least 5% of the total voting rights of all the members who have a right to vote at the relevant accounts meeting of the Company (excluding any voting rights attached to any shares in the Company held as treasury shares); or~~ ~~(ii) at least one hundred members who have a right to vote at the relevant accounts meeting and hold shares in the Company on which there has been paid up an average sum, per member, of at least £100,~~ ~~and the Company shall not be obliged to place on a website a statement under this Article if, on an application by the Company or another person who claims to be aggrieved, the court is satisfied that the rights conferred by this Article are being abused. "Accounts meeting" has the meaning set out in Section 439(6) of the 2006 Act.~~

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Any request made pursuant to this Article 152: (a) may be sent or supplied to the Company in any manner in which documents or other information may be sent or supplied to the Company by members; (b) must identify the statement to which it relates; (c) must be authenticated by the person or persons making it; and (d) must be received by the Company at least one week before the meeting to which it relates. 152.4 Requirements as to website availability (a) The information to be made available on a website pursuant to this Article 152 must be made available on a website that is maintained by or on behalf of the Company and identifies the company in question. (b) Access to such information on the website, and the ability to obtain a hard copy of the information from the website, shall not be conditional on the payment of a fee or restricted in any other way. (c) The statement shall be available within 3 working days of the Company being required to publish on a website and shall be kept		~~(b) In addition, the provisions of Section 153 of the 2006 Act shall apply.~~ ~~152.3 Form of request~~ ~~Any request made pursuant to this Article 152:~~ ~~(a) may be sent or supplied to the Company in any manner in which documents or other information may be sent or supplied to the Company by members;~~ ~~(b) must identify the statement to which it relates;~~ ~~(c) must be authenticated by the person or persons making it; and~~ ~~(d) must be received by the Company at least one week before the meeting to which it relates.~~ ~~152.4 Requirements as to website availability~~ ~~(a) The information to be made available on a website pursuant to this Article 152 must be made available on a website that is maintained by or on behalf of the Company and identifies the company in question.~~ ~~(b) Access to such information on the~~

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available until after the accounts meeting to which it relates (provided that there shall be no liability on the Company for any failure to make such information available on a website throughout such period if the information is made available on the website for part of that period and the failure is wholly attributable to circumstance that it would not be reasonable to have expected the Company to prevent or avoid). 152.5 Website publication: Company's supplementary duties In the notice the Company gives of the accounts meeting, the Company shall draw attention to: (a) the possibility of a statement being placed on a website in pursuance of members' requests under this Article; (b) the fact that the Company may not require the members requesting website publication to pay its expenses in complying such requests (to the extent obliged to) or in respect of complying with Article 152.4 (Requirements as to website availability); (c) the fact that the Company shall be obliged to forward any statement that it is required to place on a website under this Article 152 to its auditors not later than the time when it makes the statement available on		~~website, and the ability to obtain a hard copy of the information from the website, shall not be conditional on the payment of a fee or restricted in any other way.~~ ~~(c) The statement shall be available within 3 working days of the Company being required to publish on a website and shall be kept available until after the accounts meeting to which it relates (provided that there shall be no liability on the Company for any failure to make such information available on a website throughout such period if the information is made available on the website for part of that period and the failure is wholly attributable to circumstance that it would not be reasonable to have expected the Company to prevent or avoid).~~ ~~152.5 Website publication: Company's supplementary duties~~ ~~In the notice the Company gives of the accounts meeting, the Company shall draw attention to:~~ ~~(a) the possibility of a statement being placed on a website in pursuance of members' requests under this Article;~~ ~~(b) the fact that the Company may not require the members requesting website publication to pay its expenses in complying~~

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the website; and (d) the fact that the business which may be dealt with at the accounts meeting shall include any statement that the Company has been required, under this Article 152, to publish on a website.		~~such requests (to the extent obliged to) or in respect of complying with Article 152.4 (Requirements as to website availability);~~ ~~(c) the fact that the Company shall be obliged to forward any statement that it is required to place on a website under this Article 152 to its auditors not later than the time when it makes the statement available on the website; and~~ ~~(d) the fact that the business which may be dealt with at the accounts meeting shall include any statement that the Company has been required, under this Article 152, to publish on a website.~~
153. Destruction of documents 153.1 Documents which may be destroyed Subject to the provisions of the Acts, including (but not limited to) any rules relating to uncertificated shares, the Company may destroy: (a) any instrument of transfer after 6 years from the date on which it is registered; (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address after 2 years from the date on which it is recorded;	None	~~153. Destruction of documents~~ ~~153.1 Documents which may be destroyed~~ ~~Subject to the provisions of the Acts, including (but not limited to) any rules relating to uncertificated shares, the Company may destroy:~~ ~~(a) any instrument of transfer after 6 years from the date on which it is registered;~~ ~~(b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address~~

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(c) any registered certificate for debentures or representing any other form of securities after one year from the date on which it is cancelled; (d) any other document on the basis of which any entry in the Register is made after 6 years from the date on which an entry was first made in the Register in respect of it; (e) all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment thereof; and (f) all instruments of proxy which have been used for the purpose of a poll at any time after the expiration of two years from the date of such use (or such longer period to enable the Company to comply with the provisions of Section 353 of the 2006 Act, if applicable) and all instruments of proxy which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the instrument of proxy relates and at which no poll was demanded, provided that the Company may destroy any such type of document after such shorter period as the Board may determine if a copy of such document is retained on microfilm or other similar means which shall not be destroyed before the expiration of the relevant period and provided that adequate precautions against falsification and to share reproduction are		~~after 2 years from the date on which it is recorded;~~ ~~(c) any registered certificate for debentures or representing any other form of securities after one year from the date on which it is cancelled;~~ ~~(d) any other document on the basis of which any entry in the Register is made after 6 years from the date on which an entry was first made in the Register in respect of it;~~ ~~(e) all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment thereof; and~~ ~~(f) all instruments of proxy which have been used for the purpose of a poll at any time after the expiration of two years from the date of such use (or such longer period to enable the Company to comply with the provisions of Section 353 of the 2006 Act, if applicable) and all instruments of proxy which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the instrument of proxy relates and at which no poll was demanded, provided that the Company may destroy any such type of document after such shorter period as the Board may determine if a copy of such~~

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taken. 153.2 Presumption in respect of destroyed documents It shall be conclusively 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 duly registered, that every share certificate so destroyed was a valid and effective certificate duly cancelled, that every other document so destroyed had been properly dealt with in accordance with its terms and was valid and effective in accordance with the particulars in the records of the Company, provided that: (a) this Article 153 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant; (b) nothing in this Article 153 shall be construed as imposing on the Company any liability in respect of the destruction of any such document or otherwise than as provided for in this Article 153 which would not attach to the Company in the absence of this Article 153; and (c) references in this Article 153 to the		~~document is retained on microfilm or other similar means which shall not be destroyed before the expiration of the relevant period and provided that adequate precautions against falsification and to share reproduction are taken.~~ ~~153.2 Presumption in respect of destroyed documents~~ ~~It shall be conclusively 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 duly registered, that every share certificate so destroyed was a valid and effective certificate duly cancelled, that every other document so destroyed had been properly dealt with in accordance with its terms and was valid and effective in accordance with the particulars in the records of the Company, provided that:~~ ~~(a) this Article 153 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant;~~ ~~(b) nothing in this Article 153 shall be construed as imposing on the Company any liability in respect of the destruction of any~~

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destruction of any document include references to the disposal of it in any manner.		~~such document or otherwise than as provided for in this Article 153 which would not attach to the Company in the absence of this Article 153; and~~ ~~(c) references in this Article 153 to the destruction of any document include references to the disposal of it in any manner.~~
154. Authentication of documents 154.1 Power to authenticate Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate: (a) any documents affecting the constitution of the Company; (b) any resolutions passed by the Company or the Directors or any committee; and (c) any books, records, documents and accounts relating to the business of the Company, and to certify copies of them or extracts from them as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company	None	~~154. Authentication of documents~~ ~~154.1 Power to authenticate~~ ~~Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate:~~ ~~(a) any documents affecting the constitution of the Company;~~ ~~(b) any resolutions passed by the Company or the Directors or any committee; and~~ ~~(c) any books, records, documents and accounts relating to the business of the Company,~~ ~~and to certify copies of them or extracts from them as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the~~

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having the custody of them shall be deemed to be a person appointed by the Board as aforesaid. 154.2 Conclusive evidence A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company in reliance on them that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.		~~Company having the custody of them shall be deemed to be a person appointed by the Board as aforesaid.~~ ~~154.2 Conclusive evidence~~ ~~A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company in reliance on them that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.~~
155. Method of communications Subject to the provisions of the Acts, any document or information required or authorised to be sent or supplied by the Company to any member or any person pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by or to the Company pursuant to the Acts. The provisions of the 2006 Act which apply to sending or supplying a document or information required or authorised to be sent or	67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be	~~155. Method of communications~~ ~~Subject to the provisions of the Acts, any document or information required or authorised to be sent or supplied by the Company to any member or any person pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by or to the Company pursuant to the Acts. The provisions of the 2006 Act which apply to sending or supplying a document or~~

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supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by the Company's Articles of Association or any other rules or regulations to which the Company may be subject by making it available on a website.	sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom;	~~information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by the Company's Articles of Association or any other rules or regulations to which the Company may be subject by making it available on a website.~~ 67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to

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	five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or	that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at

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	proceeding.	least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.
156. Communications by members to the	67 MEANS OF COMMUNICATION TO	156. Communications by members to

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Company 156.1 Communications by members to the Company in hard copy form A document or information is validly sent or supplied by a member to the Company in hard copy form if it is sent or supplied by hand or by post (in a prepaid envelope containing the document or information) in either case to: (a) an address specified by the Company for the purpose; (b) the Office; or (c) an address to which any provision of the Acts authorises the document or information to be sent or supplied. 156.2 Communications by members to the Company in electronic form A document or information is validly sent or supplied by a member to the Company in electronic form if the Company has either agreed (generally or specifically) that the document or information may be sent or supplied in that form and has not revoked that agreement or the Company is deemed to have so agreed by a provision of the Acts provided that, where the document or information is sent or supplied:	BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or	the Company 156.1 Communications by members to the Company in hard copy form A document or information is validly sent or supplied by a member to the Company in hard copy form if it is sent or supplied by hand or by post (in a prepaid envelope containing the document or information) in either case to: ~~67 MEANS OF COMMUNICATION TO BE USED~~ ~~67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.~~ ~~67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.~~ ~~67.3 A director may agree with the~~

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(a) by electronic means, it must be sent or supplied to an address specified for the purpose by the Company (generally or specifically) or deemed by a provision of the Acts to have been specified; or (b) by hand or by post, it must be sent or supplied to an address to which it could be validly sent if it were in hard copy form (and, if by post it must be in a prepaid envelope containing the document or information). 156.3 Communications by members to the Company by other means A document or information that is sent or supplied by a member to the Company otherwise than in hard copy form or electronic form is validly sent or supplied if done so in a form or manner that has been agreed by the Company.	delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a	~~Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.~~ ~~67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006.~~ ~~67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient:~~ ~~(a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;~~ ~~(b) if addressed either:~~ ~~(i) to an address outside the United Kingdom; or~~ (~~ii~~a) ~~from outside the United Kingdom to~~ an address ~~within the United Kingdom~~specified by the Company for the purpose;

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	website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.	(b) the Office; or ~~five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;~~ ~~(c) if properly addressed and delivered by hand, when it was given or left at the appropriate address;~~ (~~d~~c) ~~if properly addressed and sent or supplied by electronic means, 48 hours after~~an address to which any provision of the Acts authorises the document or information ~~was~~to be sent or supplied~~; and~~. 156.2 Communications by members to the Company in electronic form ~~(e)~~ ~~if~~A document or information is validly sent or supplied by ~~means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.~~a member to the Company in electronic form if the Company has either agreed (generally or specifically) that the document or information may be

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		sent or supplied in that form and has not revoked that agreement or the Company is deemed to have so agreed by a provision of the Acts provided that, where the document or information is sent or supplied: ~~67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day.~~ ~~67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.~~ (a) by electronic means, it must be sent or supplied to an address specified for the purpose by the Company (generally or specifically) or deemed by a provision of the Acts to have been specified; or (b) by hand or by post, it must be sent or supplied to an address to which it could be validly sent if it were in hard copy form (and, if by post it must be in a prepaid envelope containing the document or information). 156.3 Communications by members to the Company by other means A document or information that is sent or

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		supplied by a member to the Company otherwise than in hard copy form or electronic form is validly sent or supplied if done so in a form or manner that has been agreed by the Company.
157. Communication by the Company to members 157.1 Communications by the Company to members in hard copy form A document or information is validly sent or supplied by the Company to a member in hard copy form if it is: (a) handed to the member; or (b) sent or supplied by hand or by post (in a prepaid envelope containing the document or information): (i) to an address specified for the purpose by the member; (ii) to his address as shown in the Register; or (iii) to an address to which any provision of the Acts authorises the document or information to be sent or supplied, provided that where the Company is unable to obtain an address falling within sub-paragraph	67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by	~~157. Communication by the Company to members~~ ~~157.1 Communications by the Company to members in hard copy form~~ ~~A document or information is validly sent or supplied by the Company to a member in hard copy form if it is:~~ 67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied

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(b), the document or information may, subject to any contrary provision in these Articles, be sent or supplied to the member's last address known to the Company. 157.2 Communications by the Company to members in electronic form A document or information is validly sent or supplied by the Company to a member in electronic form if such member has agreed (generally or specifically) that the document or information may be sent or supplied in that form and has not revoked that agreement (or, being a company, is deemed to have so agreed by a provision in the Acts), provided that where such document or information is sent or supplied: (a) by hand or by post (in which case it must be in a prepaid envelope containing the document or information), it must be: (i) handed to the member; or (ii) sent or supplied to an address to which it could be validly sent if it were in hard copy form; or (b) by electronic means, it must be sent or supplied to an address specified for the purpose by the member (generally or specifically) (or, being a company, is deemed to have been so specified by a provision of the	making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the	with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (~~a~~i) ~~handed to the member~~to an address outside the United Kingdom; or (ii) from outside the United Kingdom to

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Acts). 157.3 Communications by the Company to members by means of a website A document or information is validly sent or supplied by the Company to a member if it is made available on a website, provided that the member has been asked individually by the Company to agree that the Company may send or supply documents or information generally, or the documents or information in question, to him by means of a website and the Company has not received a response within the period of 28 days beginning with the date in which the Company's request was sent out (provided that such request by the Company stated clearly what the effect of failure to respond would be and was not sent out less than 12 months after any previous request by the Company to such member in respect of the same or a similar class of documents or information), and provided always that such document or information is made available in a form and by a means that the Company reasonably considers will enable the recipient to read it (as construed in accordance with paragraph 12 of part 4 of Schedule 5 to the 2006 Act) and retain a copy of it. 157.4 Notification of availability on website Where (to the extent permitted by these	appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.	an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (~~b~~d) if properly addressed and sent or supplied by ~~hand or by post (in a prepaid envelope containing~~electronic means, 48 hours after the document or information~~):~~ was sent or supplied; and ~~(i) to an address specified for the purpose by the member;~~ ~~(ii) to his address as shown in the Register; or~~ ~~(iii) to an address to which any provision of the Acts authorises the document or information to be sent or supplied,~~ ~~provided that where the Company is unable to obtain an address falling within sub-~~

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Articles, the Acts or otherwise) the Company sends or supplies a document or information to a member by making it available on a website, it must notify the intended recipient of: (a) the presence of the document or information on the website; (b) the address of the website; (c) the place on the website where it may be accessed; and (d) how to access the document or information, and must make the document or information available on the website throughout the period specified by any applicable provision of the Acts, or, if no such provision is specified, the period of 28 days beginning with the date on which the notification is sent to the person in question. This Article 157.4 must be read in conjunction with Article 48.6 (Publication of notice of meeting on website) with regard to notices of general meetings. Any failure to make a document or information available on a website throughout the period referred to in this Article shall be disregarded if it is made available on the website for part of that period and the failure to make it available throughout that period is wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or		~~paragraph (b), the document or information may, subject to any contrary provision in these Articles, be sent or supplied to the member's last address known to the Company.~~ ~~157.2 Communications by the Company to members in electronic form~~ ~~A document or information is validly sent or supplied by the Company to a member in electronic form if such member has agreed (generally or specifically) that the document or information may be sent or supplied in that form and has not revoked that agreement (or, being a company, is deemed to have so agreed by a provision in the Acts), provided that where such document or information is sent or supplied:~~ ~~(a) by hand or by post (in which case it must be in a prepaid envelope containing the document or information), it must be:~~ ~~(i) handed to the member; or~~ ~~(ii) sent or supplied to an address to which it could be validly sent if it were in hard copy form; or~~ ~~(b) by electronic means, it must be sent or supplied to an address specified for the purpose by the member (generally or specifically) (or, being a company, is~~

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avoid. 157.5 Communications by the Company by other means A document or information sent or supplied by the Company otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if done so in a form or manner that has been agreed by the intended recipient. 157.6 Right to hard copy version Where a member of the Company (or a holder of the Company's debentures) has received a document or information from the Company, otherwise than in hard copy form, he shall be entitled to require the Company to send him a version of the document or information in hard copy form free of charge within 21 days of receipt of the request from the member or debenture holder. 157.7 Joint holders In the case of joint holders of a share, documents or information shall be sent or supplied to the joint holder whose name stands first in the Register in respect of the joint holding. Documents or information so sent or supplied shall be sufficient service of such document or information on all the joint		~~deemed to have been so specified by a provision of the Acts).~~ ~~157.3 Communications by the Company to members by means of a website~~ ~~A document or information is validly sent or supplied by the Company to a member if it is made available on a website, provided that the member has been asked individually by the Company to agree that the Company may send or supply documents or information generally, or the documents or information in question, to him by means of a website and the Company has not received a response within the period of 28 days beginning with the date in which the Company's request was sent out (provided that such request by the Company stated clearly what the effect of failure to respond would be and was not sent out less than 12 months after any previous request by the Company to such member in respect of the same or a similar class of documents or information), and provided always that such document or information is made available in a form and by a means that the Company reasonably considers will enable the recipient to read it (as construed in accordance with paragraph 12 of part 4 of Schedule 5 to the 2006 Act) and retain a copy of it.~~ ~~157.4 Notification of availability on~~

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holders. 157.8 Members outside the UK Where a member (or in the case of joint holders the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which documents or information may be sent or supplied to him or of an electronic address to which documents or information may be sent or supplied using electronic means, he shall, subject to the provisions of these Articles and the Acts, be entitled to have documents or information sent or supplied to him at that address, but otherwise no such member shall be entitled to receive any document or information from the Company. 157.9 Undelivered documents or information (a) If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an electronic address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address		~~website~~ ~~Where (to the extent permitted by these Articles, the Acts or otherwise) the Company sends or supplies a document or information to a member by making it available on a website, it must notify the intended recipient of:~~ ~~(a) the presence of the document or information on the website;~~ ~~(b) the address of the website;~~ ~~(c) the place on the website where it may be accessed; and~~ ~~(d) how to access the document or information,~~ ~~and must make the document or information available on the website throughout the period specified by any applicable provision of the Acts, or, if no such provision is specified, the period of 28 days beginning with the date on which the notification is sent to the person in question. This Article 157.4 must be read in conjunction with Article 48.6 (Publication of notice of meeting on website) with regard to notices of general meetings. Any failure to make a document or information available on a website throughout the period referred to in this Article shall be disregarded if it is made~~

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for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of paragraph (b) shall apply. (b) If on 3 consecutive occasions documents or information have been sent or supplied to any member at his registered address or address for the service of such documents or information in the United Kingdom (whether by hand, by post or leaving it or them at such address) but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means. 157.10 Record date Any document or information to be sent or supplied to a member may be sent or supplied by reference to the Register as it stands at any time within the period of 15 days before the document or information is sent or supplied (subject to the Uncertificated Regulations if the Company is then a participating issuer for the purposes of the Uncertificated Regulations) and no change in the Register after that time		~~available on the website for part of that period and the failure to make it available throughout that period is wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid.~~ ~~157.5 Communications by the Company by other means~~ ~~A document or information~~(e) if sent or supplied by ~~the Company otherwise than in hard copy form, electronic form or by~~ means of a website ~~is validly sent or supplied if done so in a form or manner that has been agreed by the intended recipient.~~, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

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shall invalidate the sending or supplying of the document or information.		~~157.6 Right to hard copy version~~ ~~Where a member of the Company (or a holder of the Company's debentures) has received a document or information from the Company, otherwise than in hard copy form, he shall be entitled to require the Company to send him a version of the document or information in hard copy form free of charge within 21 days of receipt of the request from the member or debenture holder.~~ ~~157.7 Joint holders~~ ~~In the case of joint holders of a share, documents or information shall be sent or supplied to the joint holder whose name stands first in the Register in respect of the joint holding. Documents or information so sent or supplied shall be sufficient service of such document or information on all the joint holders.~~ ~~157.8 Members outside the UK~~ ~~Where a member (or in the case of joint holders the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which documents or information may be sent or supplied to him or of an electronic address to which documents or~~

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		~~information may be sent or supplied using electronic means, he shall, subject to the provisions of these Articles and the Acts, be entitled to have documents or information sent or supplied to him at that address, but otherwise no such member shall be entitled to receive any document or information from the Company.~~ ~~157.9 Undelivered documents or information~~ ~~(a) If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an electronic address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification~~ ~~has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of paragraph (b) shall apply.~~ ~~(b) If on 3 consecutive occasions documents or information have been sent or supplied to any member at his registered~~

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		~~address or address for the service of such documents or information in the United Kingdom (whether by hand, by post or leaving it or them at such address) but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.~~ ~~157.10 Record date~~ ~~Any document or information to be sent or supplied to a member may be sent or supplied by reference to the Register as it stands at any time within the period of 15 days before the document or information is sent or supplied (subject to the Uncertificated Regulations if the Company is then a participating issuer for the purposes of the Uncertificated Regulations) and no change in the Register after that time shall invalidate the sending or supplying of the document or information.~~
158. Death, bankruptcy or mental disorder The Company may, on receipt of such	67 MEANS OF COMMUNICATION TO BE USED	~~158. Death, bankruptcy or mental disorder~~

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evidence as the Board may reasonably require to show title to that share, send or supply any document or information to the person entitled to a share in consequence of the death, bankruptcy or mental disorder of a member or otherwise by operation of law, by sending or supplying it in any manner authorised by these Articles for the sending or supplying of any document or information to a member, addressed to that person by name, or by the title of representative(s) of the deceased or trustee of the bankrupt or representative(s) by operation of law or by any like description at the address (if any) within the United Kingdom or, if relevant, any electronic address supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied a document or information may be sent or supplied in any manner in which it might have been sent or supplied if the death, bankruptcy, mental disorder operation of law or other event had not occurred. Such service of a document or information shall for all purposes be deemed a sufficient service of such document or information on all persons interested in the share. Any reference to the bankruptcy of a person in this Article shall be construed in accordance with the provisions of paragraph 17 of Part 6 of Schedule 5 to the 2006 Act.	67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient:	~~The Company may, on receipt of such evidence as the Board may reasonably require to show title to that share, send or supply any document or information to the person entitled to a share in consequence of the death, bankruptcy or mental disorder of a member or otherwise by operation of law, by sending or supplying it in any manner authorised by these Articles for the sending or supplying of any document or information to a member, addressed to that person by name, or by the title of representative(s) of the deceased or trustee of the bankrupt or representative(s) by operation of law or by any like description at the address (if any) within the United Kingdom or, if relevant, any electronic address supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied a document or information may be sent or supplied in any manner in which it might have been sent or supplied if the death, bankruptcy, mental disorder operation of law or other event had not occurred. Such service of a document or information shall for all purposes be deemed a sufficient service of such document or information on all persons interested in the share. Any reference to the bankruptcy of a person in this Article shall be construed in accordance with the provisions of paragraph 17 of Part 6 of Schedule 5 to the 2006 Act.~~

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	(a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the	67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the

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	recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.	Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours

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		after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.
159. Evidence of service 159.1 Present at meeting Any member present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called. 159.2 Deemed delivery of documents and	67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director	~~159. Evidence of service~~ ~~159.1 Present at meeting~~ ~~Any member present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.~~ ~~159.2 Deemed delivery of documents and~~

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information (a) Any document or information, addressed to a member (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or other address for service in the United Kingdom (or electronic address specified, as the case may be) shall: (i) if hand delivered or left at a registered address or other address for service in the United Kingdom, be deemed to have been served or delivered on the day on which it was so delivered or left; (ii) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted; (iii) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day; and (iv) if sent or supplied by means of a website, be deemed to have been received	in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or	~~information~~ ~~(a) Any document or information, addressed to a member (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or other address for service in the United Kingdom (or electronic address specified, as the case may be) shall:~~ ~~(i) if hand delivered or left at a registered address or other address for service in the United Kingdom, be deemed to have been served or delivered on the day on which it was so delivered or left;~~ ~~(ii) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted;~~ ~~(iii) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day; and~~ 67 MEANS OF COMMUNICATION TO

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when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website. (b) In calculating a period of hours for the purpose of this Article 159.2, no account shall be taken of any part of a day that is not a working day. (c) In proving such service or delivery it shall be sufficient to prove that: (i) the envelope containing the document or information was properly addressed and put into the post as a prepaid letter; or, (ii) in the case of a document or information sent or supplied by electronic means, to prove that it was properly addressed and dispatched, provided that if the Company is aware that there has been delivery failure after least two attempts it shall, within 48 hours of its first attempt to send the document or information by electronic means, send the document or information to such member at his registered address or address for service within the United Kingdom (by hand, by post or by leaving it or them at such address) (d) The deemed delivery provisions set out in paragraph (b) shall apply regardless of any such documents or information being	(ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any	BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the

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returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure for the purposes of these Articles. (e) The Company shall not be held responsible for any failure in transmission beyond its reasonable control.	notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.	Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours

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		after the document or information was sent or supplied; and (~~iv~~e) if sent or supplied by means of a website, ~~be deemed to have been received~~ when the material ~~was~~is first made available on the website or~~,~~ (if later~~,~~) when the recipient ~~received~~receives (or is deemed to have received) notice of the fact that the material ~~was~~is available on the website. ~~(b) In calculating a period of hours for the purpose~~67.6 For the purposes of this Article ~~159.2~~, no account shall be taken of any part of a day that is not a ~~working~~business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding. ~~(c) In proving such service or delivery it shall be sufficient to prove that:~~ ~~(i) the envelope containing the document or information was properly addressed and put into the post as a prepaid letter; or,~~ ~~(ii) in the case of a document or information sent or supplied by electronic~~

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		~~means, to prove that it was properly addressed and dispatched, provided that if the Company is aware that there has been delivery failure after least two attempts it shall, within 48 hours of its first attempt to send the document or information by electronic means, send the document or information to such member at his registered address or address for service within the United Kingdom (by hand, by post or by leaving it or them at such address)~~ ~~(d) The deemed delivery provisions set out in paragraph (b) shall apply regardless of any such documents or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure for the purposes of these Articles.~~ ~~(e) The Company shall not be held responsible for any failure in transmission beyond its reasonable control.~~
160. Notice binding on transferees Every person who, by operation of law, transfers or by any other means becomes entitled to a share shall be bound by any document or information in respect of that share (other than a notice given by the Company under Section 793 of the 2006 Act)	35 TRANSMITTEES BOUND BY PRIOR NOTICES 35.1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of	35 TRANSMITTEES BOUND BY PRIOR NOTICES 35.1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name,

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which, before his name is entered in the Register, has been duly sent or supplied to a person from whom he derives his title.	any person named as transferee of the shares in an instrument of transfer executed under Article 34.2, has been entered in the register of members.	or the name of any person named as transferee of the shares in an instrument of transfer executed under Article 34.2, has been entered in the register of members. <br~~160. Notice binding on transferees~~ <br~~Every person who, by operation of law, transfers or by any other means becomes entitled to a share shall be bound by any document or information in respect of that share (other than a notice given by the Company under Section 793 of the 2006 Act) which, before his name is entered in the Register, has been duly sent or supplied to a person from whom he derives his title.~~
161. Notice by advertisement Subject to the provisions of the Acts, any document or information to be sent or supplied by the Company to the members or any of them and not otherwise provided for by these Articles shall be sufficiently sent or supplied if given by advertisement in at least one leading daily national newspaper published in the United Kingdom and, where the Company keeps an overseas branch register, in at least one leading daily newspaper published in the territory in which such register is maintained. Any document or information given by advertisement shall be deemed to have been served at noon on the day on which the	67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or	~~161. Notice by advertisement~~ 67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the ~~provisions of the Acts~~Articles, any notice or document ~~or information~~ to be sent or supplied ~~by the~~

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advertisement first appears.	documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in	~~Company to the members or any of them and not otherwise provided for by these Articles shall be sufficiently sent or supplied if given by advertisement in at least one leading daily national newspaper published in the United Kingdom and, where the Company keeps an overseas branch register, in at least one leading daily newspaper published in the territory in which such register is maintained. Any document or information given by advertisement shall be deemed to have been served at noon on the day on which the advertisement first appears.~~to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the

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	each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or	Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours

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	proceeding.	after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.
162. Suspension of postal services (a) If at any time by reason of the threat of or of the suspension, interruption or curtailment of postal services within the United Kingdom, the Company is or would be unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by: (i) a notice advertised on its website and in at least one leading daily national	67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director	~~162. Suspension of postal services~~ ~~(a) If at any time by reason of the threat of or of the suspension, interruption or curtailment of postal services within the United Kingdom, the Company is or would be unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by:~~ ~~(i) a notice advertised on its website and in at least one leading daily national~~

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newspaper; and (ii) giving notice by electronic means to those members to whom, in accordance with the Acts, the Company is able to give notice by electronic means (b) Such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the first of such advertisements appears. (c) In any such case, the Company shall send confirmatory copies of the notice (or, as the case may be, the notification of the website notice) by post to those members to whom notice (or notification) cannot be given by electronic means, if at least 7 days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.	in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or	~~newspaper; and~~ ~~(ii) giving notice by electronic means to those members to whom, in accordance with the Acts, the Company is able to give notice by electronic means~~ ~~(b) Such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the first of such advertisements appears.~~ ~~(c) In any such case, the Company shall send confirmatory copies of the notice (or, as the case may be, the notification of the website notice) by post to those members to whom notice (or notification) cannot be given by electronic means, if at least 7 days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.~~ 67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

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	(ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any	67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

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	notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.	(b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no

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		account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.
163. Savings Nothing in Articles 155 to 162 (Communications) shall affect any requirements of the Acts that any particular document or information be sent or supplied in any particular manner.	67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the	~~163. Savings~~ ~~Nothing in Articles 155 to 162 (Communications) shall affect any requirements of the Acts that any particular document or information be sent or supplied in any particular manner.~~ 67 MEANS OF COMMUNICATION TO BE USED 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company. 67.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or

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	specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or (ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier	supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. 67.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours. 67.4 The Company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the Company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006. 67.5 Any notice, document or other information will be deemed served on or delivered to the intended recipient: (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; (b) if addressed either: (i) to an address outside the United Kingdom; or

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	service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.	(ii) from outside the United Kingdom to an address within the United Kingdom; five business days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, with delivery in at least five working days guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider; (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address; (d) if properly addressed and sent or supplied by electronic means, 48 hours after the document or information was sent or supplied; and (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. 67.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day. 67.7 The accidental failure to send, or the non-receipt by any person entitled to,

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		any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.
164. Division of assets 164.1 Power to present a petition The Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up. 164.2 Distribution of assets If the Company is wound up, the surplus assets remaining after payment of all creditors are to be divided among the members in proportion to the capital which at the commencement of the winding up is paid up on the shares held by them respectively and, if such surplus assets are insufficient to repay the whole of the paid up capital, they are to be distributed so that as nearly as may be the losses are borne by the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Article 164.2 is subject to the rights attached to any shares which may be issued on special terms or conditions. 164.3 Distribution in specie If the Company is wound up the liquidator may,	None	~~164. Division of assets~~ ~~164.1 Power to present a petition~~ ~~The Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.~~ ~~164.2 Distribution of assets~~ ~~If the Company is wound up, the surplus assets remaining after payment of all creditors are to be divided among the members in proportion to the capital which at the commencement of the winding up is paid up on the shares held by them respectively and, if such surplus assets are insufficient to repay the whole of the paid up capital, they are to be distributed so that as nearly as may be the losses are borne by the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Article 164.2 is subject to the rights attached to any shares which may be issued on special terms or conditions.~~

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with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may for that purpose value any assets and determine how the division shall be carried out as between the members or different classes of members. Any such division may be otherwise than in accordance with the existing rights of the members but if any division is resolved otherwise than in accordance with such rights the members shall have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to Section 111, Insolvency Act 1986. The liquidator may, with the like sanction, vest the whole or any part of the whole of the assets in trustees on such trusts for the benefit of the members as he, with the like sanction, shall determine but no member shall be compelled to accept any assets on which there is a liability.		~~164.3 Distribution in specie~~ ~~If the Company is wound up the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may for that purpose value any assets and determine how the division shall be carried out as between the members or different classes of members. Any such division may be otherwise than in accordance with the existing rights of the members but if any division is resolved otherwise than in accordance with such rights the members shall have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to Section 111, Insolvency Act 1986. The liquidator may, with the like sanction, vest the whole or any part of the whole of the assets in trustees on such trusts for the benefit of the members as he, with the like sanction, shall determine but no member shall be compelled to accept any assets on which there is a liability.~~
165. Transfer or sale under Section 111, Insolvency Act 1986 A special resolution sanctioning a transfer or sale to another company duly passed pursuant to Section 111, Insolvency Act 1986 may in the	None	~~165. Transfer or sale under Section 111, Insolvency Act 1986~~ ~~A special resolution sanctioning a transfer or sale to another company duly passed pursuant to Section 111, Insolvency Act~~

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like manner authorise the distribution of any shares or other consideration receivable by the liquidator among the members otherwise than in accordance with their existing rights and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by the said section.		~~1986 may in the like manner authorise the distribution of any shares or other consideration receivable by the liquidator among the members otherwise than in accordance with their existing rights and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by the said section.~~
166. Right to indemnity Subject to, and to the fullest extent permitted by, the provisions of the Acts (but without prejudice to any indemnity to which he may be otherwise entitled), every Director and every director of any associated company, former Director, alternate Director, Secretary or other officer of the Company (other than an Auditor) may (at the discretion of the Board) be fully indemnified out of the assets of the Company against all or any part of any costs, charges, losses, damages and liabilities (all or any of them being a "liability") incurred by him in relation to anything done, omitted or alleged to have been done by him in the actual or purported execution or discharge of his duties or exercise of his powers in relation to the Company or in connection with the Company's activities as trustee of any occupational pension scheme (as defined in Section 235(6) of the 2006 Act), provided that no Director nor any director of any associated company (which shall, for the purpose of this Article 166, bear	71 INDEMNITY 71.1 Subject to Article 71.2, a relevant director or a relevant secretary of the Company or an associated company may be indemnified out of the Company's assets against: (a) any liability incurred by that director or that secretary in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; (b) any liability incurred by that director or that secretary in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); (c) any other liability incurred by that director or that secretary as an officer of the	71 INDEMNITY 71.1 Subject to Article 71.2, a relevant director or a relevant secretary of the Company or an associated company may be indemnified out of the Company's assets against: ~~166. Right to indemnity~~ ~~Subject to, and to the fullest extent permitted by, the provisions of the Acts (but without prejudice to any indemnity to which he may be otherwise entitled), every Director and every director of any associated company, former Director, alternate Director, Secretary or other officer of the Company (other than an Auditor) may (at the discretion of the Board) be fully indemnified out of the assets of the Company against all or any part of any costs, charges, losses, damages and liabilities (all or any of them being a "liability") incurred by him in relation to~~

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the meaning set out in Section 256 of the 2006 Act) shall be indemnified against any liability incurred by him to the Company or any associated company in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company of which he is a director or against any liability: (a) of his to pay any fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or (b) incurred by him in defending criminal proceedings in which he is convicted, in defending civil proceedings brought by the Company (or any associated company) in which judgment is given against him or in connection with an application for relief under the provisions referred to in Section 234(6) of the 2006 Act in which the court refuses to grant him relief (and for these purposes, a reference to a conviction, judgment or refusal of relief shall bear the meaning set out in Sections 234(4) and 234(5) of the 2006 Act); or (c) incurred by him in connection with the Company's or any associated company's activities as trustee of an occupational pension	Company or an associated company. 71.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law. 71.3 In this Article: (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; (b) a 'relevant director' means any director or former director of the Company or an associated company; and (c) a 'relevant secretary' means any company secretary or former company secretary of the Company or any associated company.	~~anything done, omitted or alleged to have been done by him in the actual or purported execution or discharge of his duties or exercise of his powers in relation to the Company or in connection with the Company's activities as trustee of any occupational pension scheme (as defined in Section 235(6) of the 2006 Act), provided that no Director nor any director of any associated company (which shall, for the purpose of this Article 166, bear the meaning set out in Section 256 of the 2006 Act) shall be indemnified against any liability incurred by him to the Company or any associated company in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company of which he is a director or against any liability:~~ ~~(a) of his to pay any fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or~~ (~~b~~a) any liability incurred by ~~him in defending criminal proceedings in which he is convicted, in defending civil proceedings brought by the Company (or any associated company) in which judgment is given against him or~~that director or that secretary in connection with ~~an application for relief~~

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scheme and which is a liability: (i) to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or (ii) incurred in defending criminal proceedings in which he is convicted (within the meaning of Section 235(5) of the 2006 Act).		~~under the provisions referred to in Section 234(6) of the 2006 Act in which the court refuses to grant him relief (and for these purposes, a reference to a conviction, judgment or refusal of relief shall bear the meaning set out in Sections 234(4) and 234(5) of the 2006 Act); or~~any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; (~~c~~b) any liability incurred by ~~him~~that director or that secretary in connection with the ~~Company's or any associated company's~~ activities ~~as~~of the Company or an associated company in its capacity as a trustee of an occupational pension scheme ~~and which is a liability:~~(as defined in section 235(6) of the Companies Act 2006); ~~(i) to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or~~ ~~(ii) incurred in defending criminal proceedings in which he is convicted (within the meaning of Section 235(5) of the 2006 Act).~~ (c) any other liability incurred by that director or that secretary as an officer of the

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		Company or an associated company. 71.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law. 71.3 In this Article: (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; (b) a 'relevant director' means any director or former director of the Company or an associated company; and (c) a 'relevant secretary' means any company secretary or former company secretary of the Company or any associated company.
167. Provision of funds The Company may at the discretion of the Board (in each case, subject to and to the fullest extent permitted by the provisions of the Acts) provide every Director and former Director, alternate Director, Secretary or other officer of the Company (other than an Auditor) or, in the case of Article 166(c)(i) only, a person connected with any such director with funds to meet any expenditure incurred or to	71 INDEMNITY 71.1 Subject to Article 71.2, a relevant director or a relevant secretary of the Company or an associated company may be indemnified out of the Company's assets against: (a) any liability incurred by that director or that secretary in connection with any negligence, default, breach of duty or breach	71 INDEMNITY 71.1 Subject to Article 71.2, a relevant director or a relevant secretary of the Company or an associated company may be indemnified out of the Company's assets against: ~~167. Provision of funds~~ ~~The Company may at the discretion of the~~

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be incurred by him: (a) for the purposes of the Company or for the purpose of enabling him properly to perform his duties as an officer of the Company; (b) in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company; (c) in connection with an application for relief under the provisions referred to in Section 205(5) of the 2006 Act; and/or (d) in defending himself in an investigation by a regulatory authority or against any action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company, or do anything to enable such person to avoid incurring such expenditure.	of trust in relation to the Company or an associated company; (b) any liability incurred by that director or that secretary in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); (c) any other liability incurred by that director or that secretary as an officer of the Company or an associated company. 71.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law. 71.3 In this Article: (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; (b) a 'relevant director' means any director or former director of the Company or an associated company; and (c) a 'relevant secretary' means any company secretary or former company secretary of the Company or any associated	~~Board (in each case, subject to and to the fullest extent permitted by the provisions of the Acts) provide every Director and former Director, alternate Director, Secretary or other officer of the Company (other than an Auditor) or, in the case of Article 166(c)(i) only, a person connected with any such director with funds to meet any expenditure incurred or to be incurred by him:~~ ~~(a) for the purposes of the Company or for the purpose of enabling him properly to perform his duties as an officer of the Company;~~ (~~b~~a) ~~in defending any criminal or civil proceedings~~any liability incurred by that director or that secretary in connection with any ~~alleged~~ negligence, default, breach of duty or breach of trust ~~by him~~ in relation to the Company or ~~any~~an associated company; (b) any liability incurred by that director or that secretary in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); (c) ~~in connection with an application for relief under the provisions referred to in Section 205(5) of the 2006 Act; and/or~~any other liability incurred by that director or that

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	company.	secretary as an officer of the Company or an associated company. ~~(d) in defending himself in an investigation by a regulatory authority or against any action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company,~~ ~~or do anything to enable such person to avoid incurring such expenditure.~~ 71.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law. 71.3 In this Article: (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; (b) a 'relevant director' means any director or former director of the Company or an associated company; and 1. (c) a 'relevant secretary' means any company secretary or former company secretary of the Company or any

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		associated company.
168. Power to insure Subject to the provisions of the Acts, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person (other than an Auditor) who is or was at any time a Director or other officer or employee of the Company or of any other company which is a subsidiary, subsidiary undertaking or holding company of the Company or in which the Company has an interest whether direct or indirect or which otherwise is in any way allied to or associated with the Company or of any subsidiary undertaking or holding company of the Company or of any such company or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such other company or subsidiary undertaking is or has been interested in relation to any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee.	72 INSURANCE 72.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director or any relevant secretary in respect of any relevant loss. 72.2 In this Article: (a) a 'relevant director' means any director or former director of the Company or an associated company; (b) a 'relevant loss' means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; (c) a 'relevant secretary' means any company secretary or former company secretary of the Company or an associated company; and (d) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.	~~168. Power to insure~~ ~~Subject to the provisions of the Acts, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person (other than an Auditor) who is or was at any time a Director or other officer or employee of the Company or of any other company which is a subsidiary, subsidiary undertaking or holding company of the Company or in which the Company has an interest whether direct or indirect or which otherwise is in any way allied to or associated with the Company or of any subsidiary undertaking or holding company of the Company or of any such company or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such other company or subsidiary undertaking is or has been interested in relation to any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee.~~ 72 INSURANCE 72.1 The directors may decide to purchase and maintain insurance, at the

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		expense of the Company, for the benefit of any relevant director or any relevant secretary in respect of any relevant loss. 72.2 In this Article: (a) a 'relevant director' means any director or former director of the Company or an associated company; (b) a 'relevant loss' means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; (c) a 'relevant secretary' means any company secretary or former company secretary of the Company or an associated company; and (d) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.