

**Proposed new
Articles of Association
of
Ladbrokes plc**

11 March 2010

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PROPOSED ARTICLES OF ASSOCIATION of LADBROKES PLC

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

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 England and Wales or Northern Ireland which have an effect similar to that of bankruptcy
call	has the meaning given in article 66
call notice	has the meaning given in article 66
certificate	means a paper certificate (other than a share warrant) evidencing a person's title to specified shares or other securities
certificated	in relation to a share, means that it is not an uncertificated share or a share in respect of which a share warrant has been issued and is current
chairman	has the meaning given in article 20
chairman of the meeting	has the meaning given in article 37
Companies Acts	means the Companies Acts (as defined in section 2 of the Companies Act 2006), and any order, regulation or other subordinate legislation made under any of the Companies Acts, in so far as they apply to the company
company	includes (except in relation to the company itself) any body corporate
company's lien	has the meaning given in article 64
depository	means a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the company or other arrangements approved by the directors whereby such custodian or other person or nominee holds or is interested in shares of the company or rights or interests in shares of the company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the directors for the purpose of

	these articles (or any previous articles of association of the company) and shall include, where approved by the directors, the trustees (acting in their capacity as such) of any employees' share scheme established by the company or any other scheme or arrangement principally for the benefit of employees or those in the service of the company and/or its subsidiaries or businesses (including those of its subsidiaries), which the directors has approved
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 89
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, or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant
instrument	means a document in hard copy form
lien enforcement notice	has the meaning given in article 65
member	has the meaning given in section 112 of the Companies Act 2006
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 17
partly paid	in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the company
proxy notice	has the meaning given in article 45
securities seal	has the meaning given in article 59
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 member or otherwise by operation of law
uncertificated	in relation to a share means that, by virtue of legislation (other than section 778 of the Companies Act 2006) permitting title to shares to be evidenced and transferred without a certificate, title to that share is evidenced and may be transferred without a certificate

Uncertificated Securities Regulations	means the Uncertificated Securities Regulations 2001 (SI 2001 No 3755) including any modification of them or any regulation made in substitution for them and for the time being in force
uncertificated securities rules	means any applicable provision of the Companies Acts about the holding, evidencing of title to, or transfer of shares other than in certificated form and any applicable legislation, rules or other arrangements made under or by virtue of such provision
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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Acts as in force on the date when these articles become binding on the company.

2 Exclusion of other regulations

No model articles or regulations for companies (whether contained in the Companies (Model Articles) Regulations 2008, the Companies (Tables A-F) Regulations 1985, Table A in the First Schedule to Companies Act 1948 or any other enactment) shall apply to the company.

3 Applicable law

These articles are governed by and are to be construed in accordance with the laws of England.

4 Liability of members

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

PART 2

DIRECTORS

Directors' powers and responsibilities

5 Directors' general authority

5.1 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.

5.2 No alteration of the articles shall invalidate any prior act of the directors which would have been valid if such alteration had not been made or such direction had not been given.

5.3 Provisions contained elsewhere in the articles as to any specific power of the directors shall not be deemed to limit the general powers given by article 5.

6 Restriction on power to borrow

The directors, in exercising the powers of the company to borrow money, shall procure (but as regards subsidiary undertakings of the company only in so far as by the exercise of voting and other rights or powers of control exercisable by the company in relation to its subsidiary undertakings the directors can procure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed or secured by the company and/or its subsidiary undertakings (exclusive of all moneys outstanding in respect of borrowings by the company from and for the time being owing to any such subsidiary undertaking or by any such subsidiary undertaking from and for the time being owing to the company or to another such subsidiary undertaking) shall not at any time without the previous sanction of the company in general meeting exceed £3 billion, but nevertheless no lender or other person dealing with the company shall be

concerned to see or enquire whether the limit imposed by this article is observed, and no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

7 Changing the company's name

The company may change its name by decision of the directors.

8 Members' reserve power

8.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

9 Directors may delegate

9.1 Subject to the articles, the directors may delegate any of the powers (including for these purposes any authorities or discretions) which are conferred on them under the articles:

- (a) to such person (including any director) or persons 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.

9.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

9.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

9.4 The directors may delegate such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers which are conferred on them under the articles in that respect.

9.5 Insofar as any power is so delegated, any reference in the articles to the exercise by the directors of such power shall be construed as if it were a reference to the exercise of such power by the person or committee to whom the power is so delegated.

10 Committees

10.1 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.

10.2 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.

11 The company secretary

Subject to the provisions of the Companies Acts, the directors shall appoint and may remove any person as the company secretary on such terms and conditions as they think fit.

12 Confidential information

Where a director obtains (other than through his or her position as a director or employee of the company or any subsidiary undertaking of the company) information that is confidential to a third party, that director will not be obliged to disclose it to the company or to use it in relation to the company's affairs in circumstances where to do so would amount to a breach of that confidence or of the director's duty to that third party whether under section 175 of the Companies Act 2006 or otherwise. The provisions of the Companies Acts regarding the declaration by a director of his or her interest in any transaction or arrangement are not affected by this article.

13 Director's interests

13.1 Subject to complying with the provisions of the Companies Acts regarding the declaration of his or her interest in any transaction or arrangement, a director, notwithstanding the director's office:

- (a) may enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the company or in which the company is otherwise interested, either in regard to that director's tenure of any office or place of profit or as vendor, purchaser or otherwise;
- (b) may act personally or through any partnership or body corporate in a professional capacity (other than that of auditor) for the company or any other body corporate promoted by the company or in which the company is directly or indirectly interested; and
- (c) may be a director or other officer of, or employed by, or a party to any contract, arrangement, transaction or proposal with, or otherwise interested in, any body corporate promoted by the company or in which the company is directly or indirectly interested or as regards which the company has any power of appointment.

13.2 A director, by reason of holding office as a director (or of the fiduciary relationship established by holding that office), shall not be liable to account to the company for any remuneration, profit or other benefit connected with or resulting from any interest, activity or office permitted by article 13.1. No contract, arrangement, transaction or proposal shall be liable to be avoided on the grounds of the director having any interest, activity or office permitted by article 13.1. A director shall not be liable for breach of the general duty to avoid conflicts of interest contained in section 175 of the Companies Act 2006 in relation to any interest, activity or office permitted under article 13.1.

14 Director's duty to avoid conflicts of interest - power of the directors to authorise matters

14.1 If there is a situation (a "Relevant Situation") in which a director is or may be either at the time or at some time in the future (or a person who if that person was to be appointed as a director of the company would or might be either at the time or at some time in the future) in breach of the duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (but for any authorisation of the relevant matter(s) by these articles or by the directors), the directors (other than the director, and any other director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may authorise the matter or matters on such terms as they may determine, including terms regulating the continuing performance by the relevant director of his or her duties as a director of the company. Any authorisation of a matter pursuant to this article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised. It is the responsibility of the director who is or may be in breach or the other person who would or might be in breach of the duty under section 175 of the Companies Act 2006 to raise the matter(s) for consideration by the directors.

- 14.2 Any terms determined by the directors under article 14.1 may be imposed at the time of authorisation or may be imposed or varied subsequently and may be terminated by the directors at any time, and may include (without limitation):
- (a) subject always to these articles, whether the relevant director(s) may vote (or be counted in the quorum at a meeting) in respect of any resolution connected with or relating to the relevant matter(s);
 - (b) that relevant director(s) should not receive from the company information or participate in discussion by the directors or otherwise within the company connected with or relating to the relevant matter(s); and
 - (c) (without prejudice to any other obligations of confidentiality) the application to the relevant director(s) of a specific duty of confidentiality to the company in respect of any confidential information of the company or any subsidiary undertaking of the company connected with or relating to the relevant matter(s).
- 14.3 Except as specified in article 14.1, any proposal made to the directors and any authorisation by the directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors.
- 14.4 A director, by reason of holding office as a director (or of the fiduciary relationship established by holding that office), shall not be liable to account to the company for any remuneration, profit or other benefit connected with or resulting from any matter authorised under article 14.1. No contract, arrangement, transaction or proposal shall be liable to be avoided on the grounds of any matter authorised under article 14.1.

Decision-making by directors

15 Directors to take decisions collectively

Decisions of the directors may be taken:

- (a) at a directors' meeting; or
- (b) in the form of a directors' written resolution.

16 Calling a directors' meeting

- 16.1 Any director may call a directors' meeting.
- 16.2 The company secretary must call a directors' meeting if a director so requests.
- 16.3 A directors' meeting is called by giving notice of the meeting to the directors.
- 16.4 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.
- 16.5 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 16.6 Notice of a directors' meeting need not be given to a director who waives his or her entitlement to notice of that meeting, by giving notice to that effect to the company either prospectively or retrospectively. 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.

17 Participation in directors' meetings

17.1 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
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

17.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

17.3 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 and in default of any such decision the 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 person appointed to chair the meeting is.

18 Quorum for directors' meetings

18.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

18.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

19 Meetings where total number of directors less than quorum

19.1 This article applies where the total number of directors for the time being is less than the quorum for directors' meetings.

19.2 If there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so.

19.3 If there is more than one director:

- (a) a directors' meeting may take place, if it is called in accordance with the articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so; and
- (b) if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so.

20 Chairing directors' meetings

20.1 The directors may appoint a director to chair their meetings.

20.2 The person so appointed for the time being is known as the chairman.

20.3 The directors may appoint other directors as deputy or vice chairmen to chair directors' meetings in the chairman's absence.

20.4 The directors may terminate the appointment of the chairman, or any deputy or vice chairman, at any time.

20.5 If neither the chairman nor any director appointed generally to chair directors' meetings in the chairman's absence is participating in a meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

21 Voting at directors' meetings: general rules

- 21.1 Subject to the articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors.
- 21.2 Subject to the articles, each director participating in a directors' meeting has one vote.
- 21.3 Subject to the articles, if a director has an interest in an actual or proposed transaction or arrangement with the company that director may not vote on any proposal relating to it.

22 Voting at directors' meetings: chairman's casting vote

- 22.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 22.2 But this 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.

23 Voting at directors' meetings: conflicts of interest

- 23.1 If a directors' meeting, or part of a directors' meeting, is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in that meeting, or that part of the meeting, for quorum or voting purposes.
- 23.2 But if article 23.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in a decision at a directors' meeting, or part of a directors' meeting, relating to it for quorum and voting purposes.
- 23.3 This article 23.3 applies when:
- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in, or voting at, a directors' meeting;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (c) the director's interest arises by virtue of his or her interests in shares or other securities or rights of or otherwise in or through the company; or
 - (d) the director's conflict of interest arises from a permitted cause.
- 23.4 For the purposes of this article, the following are permitted causes:
- (a) any security, guarantee or indemnity in respect of:
 - (i) money lent or obligations incurred by the director or by any other person at the request of or for the benefit of the company or any of its subsidiary undertakings; or
 - (ii) a debt or obligation of the company or any of its subsidiary undertakings for which the director himself or herself has assumed responsibility in whole or part under a guarantee or indemnity or by the giving of security;
 - (b) any subscription, or any agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or any agreement to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities;
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which does

not award the director any privilege or benefit not generally awarded to the employees to whom such arrangement relates;

- (d) any proposal relating to any other company in which the director and any persons connected with the director do not to the director's knowledge hold an interest in shares (as that expression is used in section 820 of the Companies Act 2006) representing one per cent or more of either any class of the equity share capital, or the voting rights, in such company (excluding any shares in that company held as treasury shares or any voting rights attached to such shares); and
- (e) any proposal concerning any insurance which the company proposes to purchase or maintain for the benefit of persons including directors.

23.5 Where proposals are under consideration concerning:

- (a) the appointment (including fixing or varying the terms of appointment or its termination) of two or more directors to offices or places of profit with the company or any company in which the company is interested;
- (b) the provision of an indemnity in favour of two or more directors; or
- (c) the funding of expenditure by two or more directors on defending proceedings against such director or directors;

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 that concerning that director's own appointment, indemnity or funding of defence expenditure.

23.6 Subject to article 23.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of that meeting whose ruling in relation to any director other than the chairman of the meeting is to be final and conclusive.

23.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman of that meeting, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman of that meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

23.8 For the purposes of this article 23, an interest of a person who is connected (which word shall have the meaning given to it by section 252 of the Companies Act 2006) with a director shall be treated as an interest of that director.

24 Proposing directors' written resolutions

24.1 Any director may propose a directors' written resolution.

24.2 The company secretary must propose a directors' written resolution if a director so requests.

24.3 A directors' written resolution is proposed by giving notice of the proposed resolution to the directors.

24.4 Notice of a proposed directors' written resolution must indicate:

- (a) the proposed resolution; and
- (b) the time by which it is proposed that the directors should adopt it.

- 24.5 Notice of a proposed directors' written resolution must be given in writing to each director.
- 24.6 Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

25 Adoption of directors' written resolutions

- 25.1 A proposed directors' written resolution is adopted when each of the directors who would have been entitled to vote on the resolution at a directors' meeting has either signed one or more copies of it or indicated his or her approval of it by electronic means, provided that those directors would have formed a quorum at such a meeting.
- 25.2 It is immaterial whether any director signs the resolution or indicates his or her approval of the resolution by electronic means before or after the time by which the notice proposed that it should be adopted.
- 25.3 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.
- 25.4 The company must keep a record, in writing, of all directors' written resolutions for at least ten years from the date of their adoption.

26 Validity of proceedings

All acts done by a meeting of the directors, or of a committee of the directors, or by any person acting as a director or member of a committee, or by way of a resolution in writing of the directors or any committee shall, 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 sign or approve the resolution in writing, or had in any way vacated their or his or her office, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a director or committee member.

27 Directors' discretion to make further rules

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.

Appointment of directors

28 Methods of appointing directors

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; or
- (b) by a decision of the directors.

29 Eligibility of new directors

No person, other than a director retiring at that general meeting, shall be appointed or re-appointed a director at any general meeting unless:

- (a) he is recommended by the directors; or
- (b) not less than seven clear days before the date appointed for the meeting, notice executed by that person of his or her willingness to be appointed or re-appointed, is lodged at the company's registered office.

30 Retirement of directors

30.1 At every annual general meeting of the company any director:

- (a) who has been appointed as a director by the directors since the last annual general meeting; or
- (b) who was not appointed or reappointed as a director at one of the preceding two annual general meetings;

must retire from office (notwithstanding any agreement the director may have with the company). Any director so retiring may offer himself or herself for appointment or reappointment as a director by the members at the meeting.

30.2 Any director may retire from office at any general meeting. Any director so retiring may offer himself or herself for appointment or reappointment as a director by the members at the meeting.

30.3 If a director retires from office at any general meeting, the director shall retain office until the end of the meeting (irrespective of the outcome of any resolution that the director be appointed or reappointed as a director put to the members at the meeting).

31 Termination of director's appointment

31.1 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 that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts, an interim receiving order is made against that person, or that person applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act (or any equivalent event occurs under the law of any other jurisdiction to which that person is subject);
- (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) 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;
- (f) notification is received by the company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms;
- (g) that person is absent, without the permission of the directors, from meetings of the directors for six consecutive months and the directors resolve, within six months of the date of the last meeting from which that person was so absent in such period, that that person cease to be a director; or
- (h) a notice in writing signed by all the other directors that that person is removed from office pursuant to this article which has been sent or supplied to the company is sent or supplied by the company to that person (whose removal shall be without prejudice to any claim for damages which he or she may have for breach of any contract between him or her and the company).

31.2 A resolution of the directors declaring a director to have vacated office under the terms of article 31.1 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

32 Directors' fees and remuneration and employment

32.1 A director may undertake any services for the company that the directors decide. A director may be employed by the company in an executive role for such period and on such other terms and conditions as (subject to the provisions of the Companies Acts) the directors think fit.

32.2 A director is entitled to such remuneration as the directors determine for his or her services to the company as a director. The total amount that the directors shall be entitled to receive from the company by way of fees for their services as directors of the company shall not exceed £350,000 in any financial year or such greater sum as shall be determined from time to time by the company in general meeting. Unless the directors decide otherwise, such remuneration accrues from day to day.

32.3 A director is also entitled to such remuneration as the directors determine:

- (a) for any other service which he or she undertakes for the company;
- (b) for any other special duties or services outside his or her ordinary duties as a director (and not in his or her capacity as holder of employment or executive office); and
- (c) as an employee of the company.

32.4 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.

32.5 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.

33 Directors' expenses

The company may pay any reasonable expenses which any director properly incurs in connection with his or her 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 his or her powers and the discharge of his or her responsibilities in relation to the company.

PART 3

DECISION-MAKING BY MEMBERS

Organisation of general meetings

34 Members can call general meeting if not enough directors

If:

- (a) the company has fewer than two directors; and

- (b) the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so;

then two or more members may call a general meeting (or instruct the company secretary to do so) for the purpose of appointing one or more directors.

35 Attendance and speaking at general meetings

35.1 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.

35.2 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.

35.3 The directors may make whatever arrangements (which may include arranging a multi-venue meeting) they consider appropriate:

- (a) to enable those attending a general meeting to exercise their rights to speak or vote at it;
- (b) to promote the orderly conduct of the business of the meeting as set out in the notice of the meeting;
- (c) to ensure the safety of those attending a general meeting; and
- (d) to comply with any applicable law, code of conduct or guidance relating to the use of the place(s) at which the meeting is to be held.

The directors may direct that members or proxies or other persons wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the directors shall consider appropriate in the circumstances and shall be entitled in their absolute discretion to refuse entry to, or eject from, such general meeting any person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions, and to authorise others to do.

35.4 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.

35.5 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.

35.6 A director, the company secretary or some person authorised for the purpose by the company secretary may require any representative of a corporation which is a member of the company to produce a certified copy of the resolution or other authority appointing that representative before permitting that representative to exercise any powers on behalf of the corporation.

35.7 Any multi-venue meeting shall be treated as being held and taking place at the place at which the chairman of the meeting is located (the "Principal Place").

35.8 If, after the giving of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the directors decide that it is impracticable or unreasonable for a reason beyond the company's control to hold the meeting at the declared place (or in relation

to a multi-venue meeting the Principal Place and any other place) and/or time, the directors may change the place (or in relation to a multi-venue meeting the Principal Place or any other place(s)) and/or postpone the time at which the meeting is to be held. If such a decision is made, the directors may then change the place (or in relation to a multi-venue meeting the Principal Place and any other place(s)) and/or postpone the time again if the directors decide that it is reasonable to do so. In either case:

- (a) no new notice of the meeting need be given to members if notice of the new location or time is given on the day of the original meeting at or as close as practicable to the place of the original meeting from the time three hours before the original time for the meeting until one hour after that time; and
- (b) a proxy notice in relation to the meeting may be delivered or received at any time not less than 48 hours before any postponed time appointed for holding the meeting.

36 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.

37 Chairing general meetings

37.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

37.2 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 the vice or deputy chairman (if any) of the directors shall chair the general meeting if present and willing to do so. If the directors have not appointed a vice or deputy chairman, or if such person 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 member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

37.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

38 Attendance and speaking by directors and non-members

38.1 Each of the directors may attend and speak at any general meeting of the company, and at any separate meeting of the holders of any class of shares of the company, whether or not he or she is a member.

38.2 The chairman of the meeting may permit other persons who are not:

- (a) members of the company; or
- (b) otherwise entitled to exercise the rights of members in relation to general meetings;

to attend and speak at a general meeting.

39 Adjournment

39.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start (or such longer interval as the chairman of the meeting in his or her absolute discretion

thinks fit) do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

- 39.2 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 or ensure that the business of the meeting is properly transacted.
- 39.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 39.4 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.
- 39.5 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.
- 39.6 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. A meeting may be adjourned notwithstanding that by reason of the adjournment some members may be unable to attend or to speak or to vote at the adjourned meeting.

40 Accidental failure to give notice of meeting

Any accidental failure to give notice of a general meeting or any separate meeting of the holders of any class of shares of the company (or, in any case where it is intended that it be sent out with the notice of meeting, a proxy notice or other document) to, or the non-receipt of the notice of meeting, proxy notice or other document by, one or more persons shall be disregarded for the purposes of determining whether notice of the meeting is duly given.

Voting at general meetings

41 Voting: general

- 41.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is taken or duly demanded in either case in accordance with the articles, or the chairman of the meeting otherwise decides or the meeting requires.
- 41.2 The company shall be under no obligation to ascertain whether a proxy or a corporate representative appointed by a member is voting in accordance with the member's instructions and no vote shall be invalidated should such instructions not be followed.
- 41.3 On a vote on a resolution on a show of hands at a meeting (and in addition to the voting rights set out in section 285(2) of the Companies Act 2006) where a proxy is instructed by one or more members to vote in one direction on the resolution and is given a discretion in which direction to

vote by one or more other members, then the proxy has one vote in the direction the proxy has been so instructed and may (at the proxy's discretion) cast another vote in the other direction.

42 Errors and disputes

42.1 No objection may be raised to the qualification of any person voting at a general meeting or to the counting of, or failure to count, any vote, except at the meeting or adjourned meeting at or for which the vote objected to is given or tendered or at which the error occurs, and every vote not disallowed at the meeting is valid.

42.2 Any such objection or error:

- (a) must be referred to the chairman of the meeting whose decision is final and conclusive; and
- (b) shall only vitiate the decision of the meeting on any resolution if the chairman of the meeting decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting.

43 Taking or demanding a poll

43.1 The directors may decide in advance of any general meeting that a poll shall be taken on one or more of the resolutions set out in the notice of meeting without first there being a vote on a show of hands.

43.2 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.

43.3 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution;
- (d) a person or persons representing not less than one-tenth 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 held as treasury shares); or
- (e) a member or members holding shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right (excluding any shares conferring a right to vote on the resolution which are held as treasury shares).

43.4 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

If a demand for a poll is so withdrawn the result of any show of hands declared before the demand was made shall be the decision of the meeting in respect of the resolution on which the poll was demanded and the meeting shall continue as if the demand had not been made.

44 Procedure on a poll

- 44.1 Subject to the articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs.
- 44.2 The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
- 44.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 44.4 A poll on:
- (a) the election of the chairman of the meeting; or
 - (b) a question of adjournment;
- must be taken immediately.
- 44.5 Other polls must be taken within 30 days of the date of the meeting or adjourned meeting at which the poll was demanded.
- 44.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- 44.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

45 Content of proxy notices

- 45.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member 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.
- 45.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 45.3 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.
- 45.4 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.
- 45.5 The company at its own expense may supply one or more proxy notices for use by members.

46 Delivery of proxy notices

- 46.1 Any notice of a general meeting must specify the address or addresses ("proxy notification address") at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 46.2 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.
- 46.3 Subject to articles 46.4 and 46.5, a proxy notice must be delivered to a proxy notification address not later than 48 hours before the time appointed for holding the general meeting or adjourned meeting to which it relates or such later time (if any) as is set out in any instructions contained in the notice of the general meeting.
- 46.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address not later than 24 hours before the time appointed for the taking of the poll or such later time (if any) as is set out in any instructions contained in the notice of the poll.
- 46.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered:
- (a) in accordance with article 46.3; or
 - (b) to the chairman of the meeting or as he or she may direct or to the company secretary at any time up to the time the poll is to be taken.
- 46.6 The directors, in calculating when a proxy notice (or any notification under article 47) is to be delivered, may decide that no account is to be taken of any part of a day that is not a working day.
- 46.7 When in respect of the same meeting or poll a proxy notice is delivered or received in respect of the same share for which a proxy notice has already been delivered or received, the proxy notice which is last validly delivered or received (regardless of its date or of the date of its execution) and which is effective in respect of the meeting or poll to which it relates 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 or received, none of them shall be treated as valid in respect of that share.

47 Voting by receivers and others

Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the directors may in their absolute discretion, on or subject to production of such evidence of the appointment as the directors may require, permit such receiver or other person to vote on behalf of such member at any general meeting. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote must be delivered to a proxy notification address set out in the notice of meeting by the time set out in any instructions contained in the notice of the meeting (being not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised), and in default the right to vote shall not be exercisable.

48 Amendments to resolutions

- 48.1 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 secretary in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

48.2 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 in the resolution.

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.

49 Decisions by the chairman of the meeting

49.1 Any decision by the chairman of the meeting:

- (a) on matters of procedure at or in relation to the meeting; or
- (b) arising incidentally from the business of the meeting;

shall be final and conclusive as shall be his or her determination as to whether any matter is of such a nature.

49.2 Nothing in these articles is intended to restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

Restrictions on members' rights

50 No voting of shares on which money owed to company

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 payable to the company in respect of that share have been paid.

51 Untraced members - power of sale

51.1 The company shall be entitled to sell at the best price reasonably obtainable any share of a member, or any share to which a person is entitled by transmission, if and provided that:

- (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in sub-paragraph (b) below (or, if published on different dates, the earlier or earliest thereof) 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 the member's address on the register of members or other last known address given by the member or person to which cheques, orders or warrants 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 dividends (whether interim or final) in respect of the shares in question have become payable by the company and no dividend during that period on those shares has been claimed by the person entitled to it;

- (b) on 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 and a newspaper circulating in the area in which the last known address of the member or the address at which service of notices may be effected in accordance with these articles is located;
- (c) the said advertisements, if not published on the same day, shall have been published within 30 days of each other; and
- (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 thereof) 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.

51.2 To give effect to any sale of shares pursuant to this article 51 the directors may 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 of members notwithstanding the absence of any share certificate being lodged in respect thereof and may issue a new certificate to the transferee. 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 shares. The purchaser shall not be bound to see to the application of the purchase moneys nor shall the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

51.3 If during the period of 12 years referred to in article 51.1, or during any period ending on the date when all the requirements of paragraphs (a) to (d) of article 51.1 have been satisfied, any additional shares have been issued in respect of those held at the beginning of, or previously so issued during, any such period and all the requirements of paragraphs (b) to (d) of article 51.1 have been satisfied in regard to such additional shares, the company shall also be entitled to sell the additional shares.

51.4 The company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all moneys in respect thereof to a separate account. The company shall be deemed to be a debtor to, and not a trustee for, such member or other person in respect of such moneys. Moneys carried to such separate account may either be employed in the business of the company or invested in such investments as the directors may from time to time think fit. No interest shall be payable to such member or other person in respect of such moneys and the company shall not be required to account for any money earned on them.

52 Failure to disclose interests in shares

52.1 If a member, or any other person appearing to be interested in shares held by that member, has been issued with a notice pursuant to section 793 of the Companies Act 2006 and has failed in relation to any shares (the "default shares") to give the company the information thereby required within the prescribed period from the date of the notice, the following sanctions shall apply unless the directors otherwise determine:

- (a) the member shall not be entitled in respect of the default shares to be present or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll; and
- (b) where the default shares represent at least 0.25 per cent of their class (excluding any shares held as treasury shares):
 - (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 to receive shares instead of that dividend; and

(ii) no transfer, other than an excepted transfer, of any shares held by the member shall be registered unless:

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

(B) the member proves to the satisfaction of the directors that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer.

52.2 Where the sanctions under this article apply in relation to any shares, they shall cease to have effect at the end of the period of one week (or such shorter period as the directors may determine) following receipt by the company of:

(a) notice that the shares have been transferred by means of an excepted transfer; or

(b) the information required by the notice mentioned in that article and the directors being fully satisfied that such information is full and complete.

52.3 Where, on the basis of information obtained from a member in respect of any share held by him, the company issues a notice pursuant to section 793 of the Companies Act 2006 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 this article.

52.4 Where default shares in which a person appears to be interested are held by a depositary, the provisions of this article shall be treated as applying only to those shares held by the depositary in which such person appears to be interested and not (insofar as such person's apparent interest is concerned) to any other shares held by the depositary.

52.5 Where the member on whom a notice under section 793 of the Companies Act 2006 is served is a depositary acting in its capacity as such, the obligations of the depositary as a member of the company shall be limited to disclosing to the company such information relating to any person appearing to be interested in the shares held by it as has been recorded by it pursuant to the arrangements entered into by the company or approved by the directors pursuant to which it was appointed as a depositary.

52.6 For the purposes of this article:

(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 notice under section 793 of the Companies Act 2006, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;

(b) "interested" shall be construed as it is for the purposes of section 793 of the Companies Act 2006;

(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 that person having failed or refused to give all or any part of it and (ii) to that person having given information which that person knows to be false in a material particular or having recklessly given information which is false in a material particular;

- (d) the “prescribed period” means:
 - (i) in a case where the default shares represent at least 0.25 per cent of their class (excluding any shares held as treasury shares), 14 days; and
 - (ii) in any other case, 28 days;
- (e) an “excepted transfer” means, in relation to any shares held by a member:
 - (i) a transfer by way of or pursuant to acceptance of a take-over offer for the company (as defined in section 974 of the Companies Act 2006); or
 - (ii) a transfer in consequence of a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or any other stock exchange outside the United Kingdom on which the company’s shares are normally traded; or
 - (iii) a transfer which is shown to the satisfaction of the directors to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.

52.7 Nothing contained in this article shall be taken to limit the powers of the company under sections 794 or 795 of the Companies Act 2006.

53 Regulation of gaming activities: suspension of rights of members and mandatory sale of shares

53.1 The company if it determines that a Shareholder Regulatory Event has occurred may in its absolute discretion and at any time, by notice in writing to a holder of any shares in the company to whom the Shareholder Regulatory Event relates (or to whom the company reasonably believes it relates) or in whose shares a person is interested to whom the Shareholder Regulatory Event relates (or to whom the company reasonably believes it relates), suspend with immediate effect (or with effect from such date as the notice may specify) all or some (as the notice specifies) of the following rights attaching to all or some (as the notice specifies) of the shares held by that shareholder:

- (a) the right to attend and to speak at meetings and to vote and to demand a poll exercisable in respect of the shares;
- (b) the right to receive any payment (whether by way of dividend or otherwise); and
- (c) the right to the issue of further shares or other securities in respect of the shares.

53.2 The company if it determines that a Shareholder Regulatory Event has occurred may in its absolute discretion and at any time, by notice in writing (“a Disposal Notice”) to a holder of any shares in the company to whom the Shareholder Regulatory Event relates (or to whom the company reasonably believes it relates) or in whose shares a person is interested to whom the Shareholder Regulatory Event relates (or to whom the company reasonably believes it relates), require the recipient of the notice or any person named therein as interested in (or reasonably believed to be interested in) shares of the company held by the recipient of the notice (an “interested person”) to dispose of all or some (as the notice specifies) of the shares held by the recipient of the notice or the interest held by any interested person named in the notice (as the notice specifies) and for evidence in a form satisfactory to the company that such disposal shall have been effected to be supplied to the company within 14 days from the date of such notice or within such other period as the company (in its absolute discretion) considers reasonable. The company may withdraw a notice so given whether before or after the expiration of the period referred to therein if it appears to the company that the grounds or purported grounds for its

service do not exist or no longer exist. If a Disposal Notice is not complied with or not complied with to the satisfaction of the company within the time specified, and has not been withdrawn, the company shall in its absolute discretion be entitled, so far as it is able, to dispose of the shares specified in the notice at the best price reasonably obtainable in all the circumstances and shall give written notice of any such disposal to those persons on whom the Disposal Notice was served; subject to complying with the Companies Acts the company itself may acquire the shares. Any such disposal by the company shall be completed as soon as reasonably practicable after the expiry of the time specified in the Disposal Notice as may in the opinion of the company be consistent with achieving the best price reasonably obtainable and in any event within 90 days after the expiry of the time specified in the Disposal Notice, provided that a disposal may be suspended during any period when dealings by the directors in the company's shares are not permitted either by law or by the regulations of the UK Listing Authority but any disposal so suspended beyond the date 90 days after the expiry of the time specified in the Disposal Notice shall be completed within 30 days after the expiry of the period of such suspension. Neither the company nor any officer, employee or agent of the company shall be liable to any holder of or any person having any interest in the shares disposed of or to any other person for failing to obtain the best price reasonably obtainable so long as the company acts in good faith within the period specified in this article. For the purpose of effecting any disposal of shares held in uncertificated form which were the subject of a Disposal Notice the company may make such arrangements on behalf of the registered holder of the shares as it may think fit to transfer title to those shares through a relevant system (as defined in the Uncertificated Securities Regulations 2001). For the purpose of effecting any disposal of shares held in certificated form which were the subject of a Disposal Notice the company may authorise in writing any officer or employee of the company to execute any necessary transfer on behalf of the registered holder(s) and may issue a new share certificate or other document of title to the purchaser and enter the name of the transferee in the register. The net proceeds of such disposal shall be received by the company whose receipt shall be a good discharge for the purchase money and shall be paid (without any interest being payable thereon) to the former registered holder upon surrender by that person of the share certificate or other document of title in respect of the shares sold and formerly held by that person. The transferee shall not be bound to see the application of such proceeds and after the name of the transferee has been entered in the register in respect of the shares, the validity of the proceedings shall not be questioned. Any delay on the part of the company in the performance of the provisions of this article shall not invalidate the transfer of any shares made hereunder or any other process conducted under this article. Save as otherwise specifically provided by this article, the manner, timing and terms of any disposal by the company shall be determined by the company and the company may take advice from such persons as are considered by it to be appropriate as to such manner, timing and terms and shall not be liable to any person for the consequences of reliance on such advice.

53.3 For the purposes of this article 53 a Shareholder Regulatory Event occurs if:

- (a) a Gaming Regulatory Authority informs the company or any member of its group that any member of the company or any person interested or believed to be interested in shares of the company is:
 - (i) unsuitable to be a holder of or person interested in shares of the company;
 - (ii) not licensed or qualified to be a holder of or person interested in shares of the company; or
 - (iii) disqualified as a holder of or person interested in shares of the company;under any legislation regulating the operation of any betting, gaming or lottery activity undertaken or to be undertaken by the company or any member of its group or any other

company, partnership or other business entity in which the company or any member of its group is interested;

- (b) a Gaming Regulatory Authority by reason in whole or in part of the interest of any person or persons (direct or indirect) in shares of the company (or by its belief as to the interest of any person or persons in such shares) has:
- (i) refused or indicated to the company or any member of its group or any other company, partnership or other business entity in which the company or any member of its group is interested that it will or is likely to or may refuse;
 - (ii) revoked or cancelled or indicated to the company or any member of its group or any other company, partnership or other business entity in which the company or any member of its group is interested that it will or is likely to or may revoke or cancel;
 - (iii) opposed or indicated to the company or any member of its group or any other company, partnership or other business entity in which the company or any member of its group is interested that it will or is likely to or may oppose; or
 - (iv) imposed any condition or limitation which may have a material adverse impact upon the operation of any betting, gaming or lottery activity undertaken or to be undertaken by the company or any member of its group or any other company, partnership or other business entity in which the company or any member of its group is interested, or upon the benefit which the company or any other member of its group derives or is likely to derive from the operation by any other member of its group or any other company, partnership or other business entity in which the company or any member of its group is interested in any betting, gaming or lottery activity, or indicated to the company or any member of its group or any other such company, partnership or other business entity that it will or is likely to or may impose any such condition or limitation, in relation to; the grant, renewal, or the continuance of any registration, licence, approval, finding of suitability, consent, or certificate required by any legislation regulating (or code of conduct or practice recognised or endorsed by the Gaming Regulatory Authority relevant to) the operation of any betting, gaming or lottery activity undertaken or to be undertaken by the company or any member of its group or any other company, partnership or other business entity in which the company or any member of its group is interested, which is held by or has been applied for by the company or any member of its group or other such person.

53.4 For the purpose of this article 53:

- (a) the company may, in determining the reason for any action or potential action of a Gaming Regulatory Authority, have regard to any statements or comments made by any members, officers, employees or agents of the Gaming Regulatory Authority whether or not such statements or comments form part of or are reflected in any official determination issued by the Gaming Regulatory Authority, and may act notwithstanding any appeal in respect of the decision of any Gaming Regulatory Authority;
- (b) a “Gaming Regulatory Authority” means any authority wherever located (whether a government department, independent body established by legislation, a self-regulating organisation, court, tribunal, commission, board, committee or otherwise) vested with responsibility (with or without another or others) for the conduct of any betting, gaming or lottery activity;

- (c) the directors may exercise the powers of the company; for the avoidance of doubt, any powers, rights or duties conferred by this article on the company and exercisable by the directors can be exercised by a duly authorised committee of the directors;
- (d) any resolution or determination of, or any decision or the exercise of any discretion or power by, the company or the directors under this article shall be final and conclusive and binding on all concerned, and neither the company nor the directors shall be obliged to give any reason(s) therefor;
- (e) “interested” in relation to the company’s shares shall be construed as it is for the purpose of section 793 of the Companies Act 2006; and
- (f) betting, gaming or lottery activity includes (but is not limited to) the manufacture, sale and distribution of equipment or articles used in or for the purposes of any betting, gaming or lottery activity.

53.5 The right of any person to vote at any general meeting of the company (or at any separate meeting of the holders of any class of shares) or on a poll may be suspended or abrogated as set out in these articles.

Application of rules to class meetings

54 Class meetings

The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares.

PART 4

SHARES AND DISTRIBUTIONS

Issue of shares

55 Powers to issue shares and different classes of share

55.1 Subject to the Companies Acts, the company may allot and/or issue additional shares of the same class as any existing shares in the company (for this purpose the rights attached to shares are not regarded as different from those attached to other shares by reason only that they do not carry the same rights to dividends in the twelve months immediately following their allotment) and grant rights to subscribe for or to convert any security into shares of the same class as any existing shares in the company.

55.2 Subject to the Companies Acts, but without prejudice to the rights attached to any existing share, the company may allot and/or issue shares of a different class to any existing shares (and grant rights to subscribe for or to convert any security into shares of a different class to any existing shares in the company) with such rights or restrictions as may be determined by ordinary resolution and so far as the resolution so authorises them or does not make specific provision as the directors may decide.

55.3 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.

55.4 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 by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority thereto in any respect, but shall not be deemed to be varied by the creation or issue of any new shares ranking *pari passu* 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 Companies Acts and these articles.

56 Payment of commissions on subscription for shares

56.1 The company may pay any person a commission in consideration for that person:

- (a) subscribing, or agreeing to subscribe, for shares; or
- (b) procuring, or agreeing to procure, subscriptions for shares.

56.2 Any such commission may be paid:

- (a) in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other; and
- (b) in respect of a conditional or an absolute subscription.

Interests in shares

57 Company not bound by less than absolute interests

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 (even if having notice of it) any equitable, contingent, future, partial or other claim to or any interest in a share other than the holder's absolute ownership of the whole of the shares and all its parts and all the rights attaching to it.

Share certificates

58 Certificates to be issued except in certain cases

58.1 The company must issue each member with one or more certificates in respect of the shares which that member holds.

58.2 The requirement to issue certificates in respect of the shares which a member holds does not apply to:

- (a) uncertificated shares;
- (b) shares in respect of which a share warrant has been issued; or
- (c) shares in respect of which the Companies Acts permit the company not to issue a certificate.

58.3 Except as otherwise specified in the articles, all certificates must be issued free of charge.

58.4 No certificate may be issued in respect of shares of more than one class.

58.5 If more than one person holds a share, only one certificate may be issued in respect of it and the issue of that certificate to the person first named on the register shall be sufficient in respect of all joint holders.

59 Contents and execution of share certificates

59.1 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) the amount paid up on them; and
- (d) any distinguishing numbers assigned to them.

- 59.2 Certificates must:
- (a) have affixed to them the company's common seal or an official seal which is a facsimile of the company's common seal with the addition on its face of the word "Securities" (a "securities seal"); or
 - (b) be otherwise executed in accordance with the Companies Acts.

60 Consolidated share certificates

60.1 When a member's holding of shares of a particular class increases, the company may issue that member with:

- (a) a single, consolidated certificate in respect of all the shares of a particular class which that member holds; or
- (b) a separate certificate in respect of only those shares by which that member's holding has increased.

60.2 When a member's holding of shares of a particular class is reduced, the company must ensure that the member is issued with one or more certificates in respect of the number of shares held by the member after that reduction. But the company need not (in the absence of a request from the member) issue any new certificate if:

- (a) all the shares which the member no longer holds as a result of the reduction; and
- (b) none of the shares which the member retains following the reduction;

were, immediately before the reduction, represented by the same certificate.

60.3 A member may request the company, in writing, to replace:

- (a) the member's separate certificates with a consolidated certificate; or
- (b) the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify.

When the company complies with such a request it may charge such reasonable fee as the directors may decide for doing so.

60.4 A consolidated certificate must not be issued unless any certificates which it is to replace have first been returned to the company for cancellation.

61 Replacement share certificates

61.1 If a certificate issued in respect of a member's shares is:

- (a) damaged or defaced; or
- (b) lost, stolen or destroyed or said to be lost, stolen or destroyed;

that member is entitled to be issued with a replacement certificate in respect of the same shares. In the case of shares held jointly by several persons, any one of the joint holders may exercise this right.

61.2 A member 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 or if it is found or recovered; and

- (c) must comply with such conditions as to evidence, indemnity (with or without security) and the payment of a reasonable fee and 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 directors decide.

Shares not held in certificated form

62 Uncertificated shares

- 62.1 The provisions of this article have effect subject to the uncertificated securities rules.
- 62.2 Any provision of the articles which is inconsistent with the uncertificated securities rules must be disregarded, to the extent that it is inconsistent, whenever the uncertificated securities rules apply.
- 62.3 Any share or class of shares of the company may be issued or held on such terms, or in such a way, that:
- (a) title to it or them is not, or must not be, evidenced by a certificate; or
 - (b) it or they may or must be transferred wholly or partly without a certificate.
- 62.4 The directors have power to take such steps as they think fit in relation to:
- (a) the evidencing of and transfer of title to uncertificated shares (including in connection with the issue of such shares);
 - (b) any records relating to the holding of uncertificated shares;
 - (c) the conversion of certificated shares into uncertificated shares; or
 - (d) the conversion of uncertificated shares into certificated shares.
- 62.5 The company may by notice to the holder of a share require that share:
- (a) if it is uncertificated, to be converted into certificated form; and
 - (b) if it is certificated, to be converted into uncertificated form;
- to enable it to be dealt with in accordance with the articles.
- 62.6 If:
- (a) the articles give the directors power to take action, or require other persons to take action, in order to sell, transfer or otherwise dispose of shares; and
 - (b) uncertificated shares are subject to that power, but the power is expressed in terms which assume the use of a certificate or other written instrument;
- the directors may take such action as is necessary or expedient to achieve the same results when exercising that power in relation to uncertificated shares.
- 62.7 In particular, the directors may take such action as they consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it.
- 62.8 Unless the directors otherwise determine, shares which a member holds in uncertificated form must be treated as separate holdings from any shares which that member holds in certificated form.
- 62.9 A class of shares must not be treated as two classes simply because some shares of that class are held in certificated form and others are held in uncertificated form.

63 Share warrants

63.1 The directors may issue a share warrant in respect of any fully paid share.

63.2 Share warrants must be:

- (a) issued in such form; and
- (b) executed in such manner;

as the directors decide.

63.3 A share represented by a share warrant may be transferred by delivery of the warrant representing it.

63.4 The directors may make provision for the payment of dividends in respect of any share represented by a share warrant.

63.5 Subject to the articles, the directors may decide the conditions on which any share warrant is issued. In particular, they may:

- (a) decide the conditions on which new warrants are to be issued in place of warrants which are damaged or defaced, or said to have been lost, stolen or destroyed;
- (b) decide the conditions on which bearers of warrants are entitled to attend and vote at general meetings;
- (c) decide the conditions subject to which bearers of warrants may surrender their warrant so as to hold their shares in certificated or uncertificated form instead; and
- (d) vary the conditions of issue of any warrant from time to time;

and the bearer of a warrant is subject to the conditions and procedures in force in relation to it, whether or not they were decided or specified before the warrant was issued.

63.6 Subject to the conditions on which the warrants are issued from time to time, a bearer of a share warrants have the same rights and privileges as the bearer would if the bearer's name had been included in the register as the holder of the shares represented by that warrants.

63.7 The company must not in any way be bound by or recognise any interest in a share represented by a share warrant other than the absolute right of the bearer of that warrant to that warrant.

Partly paid shares

64 Company's lien over partly paid shares

64.1 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.

64.2 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.

64.3 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.

65 Enforcement of the company's lien

65.1 Subject to the provisions of this article, 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.

65.2 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 person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the company's intention to sell the share if the notice is not complied with.

65.3 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.

65.4 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; and
- (b) second, 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 a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.

65.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary of the company 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.

66 Call notices

66.1 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.

66.2 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.

66.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.

66.4 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.

67 Liability to pay calls

67.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

67.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

67.3 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.

68 When a call notice need not be issued

68.1 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 (whether in respect of nominal value or premium):

- (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.

68.2 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.

69 Failure to comply with call notice: automatic consequences

69.1 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;
- (b) that person shall pay all costs, charges and expenses that the company may have incurred by reason of such non-payment;

- (c) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate; and
- (d) that person shall not be entitled to receive any dividend or to be present or speak or vote at, be reckoned in a quorum for, or otherwise exercise any rights as a members in relation to, any general meeting (or any separate meeting of the holders of any class of shares of the company), or to exercise any other privilege as a member unless and until that person shall have paid all calls for the time being due and payable on every share held by that person, whether alone or jointly with any other person, together with interest and expenses (if any).

69.2 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 give a notice specifying a later date, in which case the “call payment date” is that later date; and
- (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.

69.3 The relevant rate must not exceed 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.

69.4 The directors may waive any obligation to pay interest on a call wholly or in part.

70 Payment in advance of calls

The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid on the shares held by that member. Such payment in advance of calls shall extinguish pro tanto 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 as the directors may decide. The directors may at any time repay the amount so advanced on giving to such member not less than three months’ notice in writing of their intention in that behalf, 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.

71 Delegation of power to make calls

If any uncalled capital of the company is included in or charged by any mortgage or other security, the directors may delegate on such terms as it thinks fit to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of such uncalled capital, to sue in the name of the company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated shall subsist during the continuance of the mortgage or security, notwithstanding any change of directors, and shall be assignable if expressed so to be.

72 Indemnity against claims in respect of shares

Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability on the company to make any payment, or empowers any government or taxing authority or government official to require the company to make any payment, in respect of any shares held either jointly or solely by any member or in respect of any dividends or other moneys due or payable or accruing due or which may become due or payable to such member by the company or in respect of any such shares or for or on account or in respect of any member, and whether in consequence of the death of such member, the non-payment of any income tax or other tax by such member, the non-payment of any estate, probate, succession, death, stamp, or other duty by the executor or administrator of such member or by or out of such member estate, or any other act or thing, the company in every such case:

- (a) shall be fully indemnified by such member or such member's executor or administrator from all liability arising by virtue of such law; and
- (b) may recover as a debt due from such member or such member's executor or administrator (wherever constituted or residing) any moneys paid by the company under or in consequence of any such law, together with interest thereon at such rate as the directors may determine from the date of payment to the date of repayment.

Nothing contained in this article shall prejudice or affect any right or remedy which any law may confer or purport to confer on the company and as between the company and every such member as aforesaid (and that member's executor, administrator, and estate wherever constituted or situated) any right or remedy which such law shall confer or purport to confer on the company shall be enforceable by the company.

73 Notice of intended forfeiture

A notice of intended forfeiture:

- (a) may be sent in respect of any share:
 - (i) in respect of which a call has not been paid as required by a call notice; or
 - (ii) in respect of which a call has not been paid for which a call notice need not be issued;
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) must require payment of the call, any costs, charges and expenses that the company may have incurred by reason of such non-payment of the call, and any accrued interest by a date which is not less than 14 days 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.

74 Directors' power to forfeit shares

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 at any time before the payment required by the notice of intended forfeiture has been made 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.

75 Effect of forfeiture

75.1 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.

75.2 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.

75.3 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 costs, charges and expenses that the company may have incurred by reason of such non-payment of the call, and 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.

75.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls, costs, charges and expenses that the company may have incurred by reason of such non-payment of the call, and interest due in respect of it and on such other terms as they think fit.

76 Procedure following forfeiture

76.1 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.

76.2 A statutory declaration by a director or the company secretary 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.

76.3 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. 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 transfer of the forfeited share.

76.4 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 excluding any amount which:

- (a) was, or would have become, payable; 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.

77 Surrender of shares

77.1 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.

77.2 The directors may accept the surrender of any such share.

77.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

77.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

Transfer and transmission of shares

78 Transfers of certificated shares

78.1 Certificated 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:

- (a) the transferor; and
- (b) (if any of the shares is partly paid) the transferee.

78.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any certificated share.

78.3 The company may retain any instrument of transfer which is registered.

78.4 The transferor remains the holder of a certificated share until the transferee's name is entered in the register of members as holder of it.

78.5 The directors shall refuse to register the transfer of a certificated share where required to by law and may refuse to register the transfer of a certificated share if:

- (a) the share is not fully paid;
- (b) the transfer is not lodged at the company's registered office or such other place as the directors have appointed;
- (c) the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
- (d) the transfer is in respect of more than one class of share; or

(e) the transfer is in favour of more than four transferees.

78.6 If the directors refuse to register the transfer of a certificated share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

79 Transfer of uncertificated shares

The directors may refuse to register a transfer of uncertificated shares in such circumstances as may be permitted or required by the uncertificated securities rules or if the transfer is in favour of more than four transferees.

80 Other rights to refuse registration

The directors may also refuse to register any transfer of shares in circumstances permitted in article 52 or if in their opinion (and with the concurrence of the Financial Services Authority) exceptional circumstances so warrant.

81 Other powers in relation to transfers

Nothing in these articles shall preclude the directors:

(a) from recognising a renunciation of the allotment of any share by the allottee in favour of some other person; or

(b) if empowered by these articles to authorise any person to execute an instrument of transfer of a share, from authorising any person to transfer that share in accordance with any procedures implemented pursuant to these articles.

82 Transmission of shares

82.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share, and the rights of the holder in relation to such share shall cease.

82.2 Nothing in these articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

83 Transmittees' rights

83.1 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.

83.2 But a transmittee does not have the right to attend or vote at a general meeting (or at any separate meeting of the holders of any class of shares of the company) in respect of shares to which the transmittee is entitled, by reason of the holder's death or bankruptcy or otherwise, unless the transmittee becomes the holder of those shares.

83.3 The directors may at any time give notice requiring a transmittee to elect either to become the holder of the shares to which the transmittee is entitled or to transfer those shares. If the notice is not complied with within two months, the directors 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.

84 Exercise of transmitters' rights

- 84.1 Transmitters who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 84.2 If the share is a certificated share and a transmitter wishes to have it transferred to another person, the transmitter must execute an instrument of transfer in respect of it.
- 84.3 If the share is an uncertificated share and the transmitter wishes to have it transferred to another person, the transmitter must:
- (a) procure that all appropriate instructions are given to effect the transfer; or
 - (b) procure that the uncertificated share is changed into certificated form and then execute an instrument of transfer in respect of it.
- 84.4 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 transmitter has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

85 Transmitters bound by prior notices

If a notice is given to a member in respect of shares and a transmitter is entitled to those shares, the transmitter is bound by the notice if it was given to the member before the transmitter's name has been entered in the register of members.

Consolidation of shares

86 Procedure for disposing of fractions of shares

- 86.1 This article applies where:
- (a) there has been a consolidation or division of shares; and
 - (b) as a result, members are entitled to fractions of shares.
- 86.2 The directors may:
- (a) sell the shares representing the fractions to any person including the company for the best price reasonably obtainable;
 - (b) in the case of a certificated share, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
 - (c) distribute the net proceeds of sale in due proportion among the holders of the shares.
- 86.3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- 86.4 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- 86.5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.
- 86.6 The directors may also issue to such holder, credited as fully paid, by way of capitalisation, the minimum number of shares required to round up a member's holding to an exact multiple of the number of shares to be consolidated into a single share (such issue being deemed to have been effected prior to consolidation); and the amount required to pay up such shares shall be appropriated at the discretion of the directors from any of the sums standing to the credit of any of

the company's reserve accounts (including share premium account and capital redemption reserve) or to the credit of profit and loss account and capitalised by applying the same in paying up the shares.

Distributions

87 Procedure for declaring dividends

- 87.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 87.2 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.
- 87.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 87.4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the directors' recommendation as to the amount of the dividend, or the terms on which shares are issued, specify otherwise, a dividend must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 87.5 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.
- 87.6 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.
- 87.7 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.
- 87.8 Notwithstanding any other provisions of these articles, but without prejudice to any rights attached to any existing shares or to the rights inter se in respect thereof of transferors and transferees of any shares, the company or the directors may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made.

88 Calculation of dividends

- 88.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:
- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
 - (b) 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.
- 88.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 88.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

89 Payment of dividends and other distributions

- 89.1 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;
- (d) in the case of an uncertificated share, by any transfer permitted by the uncertificated securities rules; or
- (e) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

89.2 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;
- (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.

89.3 Every such transfer shall be made and every such cheque shall be sent and every such other means of payment shall be made at the risk of the distribution recipient. Payment pursuant to such transfer or other means of payment or payment of such cheque shall be a good discharge to the company. If any such cheque has or shall be alleged to have been lost, stolen or destroyed, the directors may, at the request of the person entitled thereto, issue a replacement cheque (or equivalent) 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 directors may think fit.

89.4 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.

89.5 The directors may, at their discretion, make provisions to enable such depository and/or member as the directors 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 directors as they shall consider appropriate ruling 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 company publicly announces the directors' recommendation of that specific dividend or the directors' intention to recommend that specific dividend; and
- (b) in the case of any other dividend, the date on which the company publicly announces its intention to pay that specific dividend.

Where the directors consider the circumstances to be appropriate they 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 directors may select.

- 89.6 If cheques (or equivalent) or other payments or transfers for dividends or other moneys payable in respect of a share sent or made by the company to the account of the person entitled thereto or to the person entitled thereto are returned to the company, or in the case of cheques are left uncashed, on two consecutive occasions, the company shall not be obliged to send any cheques (or equivalent) or make other payments or transfers for dividends or other moneys payable in respect of that share due to that person until that person notifies the company of an address or account to be used for the purpose.

90 Deductions from distributions in respect of sums owed to the company

90.1 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 a lien enforcement notice.

90.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

90.3 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.

91 No interest on distributions

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.

92 Unclaimed distributions

92.1 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.

92.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

92.3 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.

93 Non-cash distributions

- 93.1 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).
- 93.2 If the shares in respect of which such a non-cash distribution is paid are uncertificated, any shares in the company which are issued as a non-cash distribution in respect of them must be uncertificated.
- 93.3 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.

94 Waiver of distributions

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
- (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.

95 Share alternative to a cash dividend

Subject to the Companies Acts, the directors may, with the prior authority of an ordinary resolution of the company and subject to such conditions as the directors may determine, offer to any holders of ordinary shares the right to elect to receive ordinary shares, credited as fully paid, instead of the whole (or some part, to be determined by the directors) 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;
- (b) the entitlement of each holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that 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 may be determined by the directors on such basis as they consider to be fair and reasonable);
- (c) no fractions of a share shall be allotted;

- (d) the directors 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, elections must be lodged in order to be effective;
- (e) the directors may exclude from any offer any holders of ordinary shares or any ordinary shares held by a depositary or any ordinary shares on which dividends are payable in foreign currency where the directors consider 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 for any other reason the offer should not be made to them or in respect of such shares;
- (f) the directors may determine that every duly effected election in respect of any ordinary shares shall be binding on every successor in title to the holder thereof;
- (g) 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 directors 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 directors 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, and a resolution of the directors 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 96 and in relation to any such capitalisation the directors may exercise all the powers conferred on them by article 96 without need of such ordinary resolution);
- (h) the additional ordinary shares so allotted shall rank pari passu in all respects with each other and with the fully paid ordinary shares then in issue, except that they will not rank for any dividend or other distribution or other entitlement which has been declared, paid or made by reference to the record date in respect of which the right of election has been offered; and
- (i) the directors 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.

Capitalisation of profits

96 Authority to capitalise and appropriation of capitalised sums

96.1 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, any sum standing to the credit of any reserve or fund of the company which is available for distribution, or any sum standing to the credit of the company's share premium account or capital redemption reserve or other undistributable 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.

- 96.2 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.
- 96.3 Any part of 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 96, only be applied in paying up unissued shares to be allotted to holders of ordinary shares credited as fully paid.
- 96.4 Subject to article 96.3, 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.
- 96.5 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 may direct.
- 96.6 Subject to the articles the directors may:
- (a) apply capitalised sums in accordance with articles 96.3 and 96.5 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 the payment up by the company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares.

PART 5

MISCELLANEOUS PROVISIONS

Communications

97 Means of communication to be used

- 97.1 Subject to the articles, anything sent or supplied by or to the company under the articles (and any document or other information accompanying any such thing) may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the company.
- 97.2 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 or for the purposes of article 31.1(h) 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.
- 97.3 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.

- 97.4 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.
- 97.5 Every person who becomes entitled to a share shall be bound by any notice in respect of that share (other than a notice given by the company under section 793 of the Companies Act 2006) which, before that person's name is entered in the register of members, has been duly given to a person from whom that person derives title to the share.
- 97.6 The company shall retain the discretion to send or supply notices or other documents or information in hard copy form to the recipient's registered address or postal address supplied to the company for the service of notices. Any member whose postal address as registered in the register of members is not within the United Kingdom who gives the company a postal address within the United Kingdom at which notices or other documents or information in hard copy form may be sent or supplied to him or her shall be entitled to have notices or other documents or information in hard copy form sent or supplied to him or her at such address or where applicable by making them available on a website and notifying the member accordingly. Any member whose registered address is not within the United Kingdom who gives the company an address for the purposes of communications by electronic means may, subject to the articles, have notices or other documents or information sent or supplied to him or her at such address or where applicable by making them available on a website and notifying the member accordingly. Otherwise no member other than a member with a postal address within the United Kingdom shall be entitled to be given any notice or sent or supplied any other document or information from the company in hard copy form.
- 97.7 Any notice to be given by the company to the members or any of them, and not otherwise provided for by these articles, shall be sufficiently given if given by advertisement in at least one leading daily 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 notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement first appears.
- 97.8 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 give notice by post of a general meeting, notice to those persons who would otherwise be entitled to receive notice by post may be given by a notice advertised in at least two leading daily newspapers (at least one of which shall be published in London). Such notice shall be deemed to have been duly given at noon on the day on which the first of such advertisements appears. In any such case the company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.
- 97.9 Where these articles require a notice or other document to be signed or authenticated by a member or other person then any notice or other document sent or supplied in electronic form is sufficiently authenticated in any manner authorised by the Companies Acts or in such other manner as may be approved by the directors. Subject to the Companies Acts, the directors may designate procedures or systems for validating any such notice or other document, and any such notice or other document not so validated by use of such procedures or systems shall be deemed not to have been received by the company.
- 97.10 All share certificates, notices of meeting and other documents sent or supplied to a member or other person entitled thereto by or on behalf of the company in accordance with these articles will be sent or supplied at the risk of the member or other person entitled thereto.

98 Notices of meeting etc - record date

Notices of meetings of the members of the company or documents or other information may be sent or supplied to those members who appear on the register of members at a time and on a day selected by the company not being earlier than the day 21 days before the date of the notice or the date the document or other information is sent or supplied (the "Relevant Date"). If shares are issued or transfers are registered after the Relevant Date to persons not on the relevant register of securities at the Relevant Date, such persons shall nevertheless be entitled, subject as otherwise provided in the Companies Acts and these articles, to attend and to participate in the meeting to which the notice relates. The issue or transfer of, or the registration of any transfer of, shares after the Relevant Date shall not affect the validity of the notice of meeting or the sending or supply of the document or other information.

99 Failure to notify contact details

99.1 If:

- (a) the company sends two consecutive documents to a member over a period of at least 12 months; and
- (b) each of those documents is returned undelivered, or the company receives notification that it has not been delivered;

that member ceases to be entitled to receive notices from the company.

99.2 A member who has ceased to be entitled to receive notices from the company becomes entitled to receive such notices again by sending the company:

- (a) a new address to be recorded in the register of members; or
- (b) if the member has agreed that the company should use a means of communication other than sending things to such an address, the information that the company needs to use that means of communication effectively.

Administrative arrangements

100 Company seals

100.1 Any common seal may only be used by the authority of the directors.

100.2 The directors may decide by what means and in what form any common seal or securities seal is to be used.

100.3 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.

100.4 For the purposes of this article, an authorised person is:

- (a) any director of the company;
- (b) the company secretary; or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

100.5 If the company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the directors.

- 100.6 If the company has a securities seal, it may only be affixed to securities by the company secretary or a person authorised to apply it to securities by the company secretary.
- 100.7 For the purposes of the articles, references to the securities seal being affixed to any document include the reproduction of the image of that seal on or in a document by any mechanical or electronic means which has been approved by the directors in relation to that document or documents of a class to which it belongs.
- 100.8 Documents which may be executed using the common seal may be executed by the company or on its behalf in any way allowed by law.

101 Destruction of documents

- 101.1 The company is entitled to destroy:
- (a) all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six years after the date of registration;
 - (b) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded;
 - (c) all share certificates which have been cancelled from one year after the date of the cancellation;
 - (d) all paid dividend warrants and cheques from one year after the date of actual payment; and
 - (e) all proxy notices from one year after the end of the meeting to which the proxy notice relates.
- 101.2 If the company destroys a document in good faith, in accordance with the articles, and without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the company that:
- (a) entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made;
 - (b) any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
 - (c) any share certificate so destroyed was a valid and effective certificate duly and properly cancelled; and
 - (d) any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the company.
- 101.3 This article does not impose on the company any liability which it would not otherwise have if it destroys any document before the time at which this article permits it to do so.
- 101.4 In this article, references to the destruction of any document include a reference to its being disposed of in any manner.

102 No right to inspect accounts and other records

Except as provided by law or by order of the court or as authorised by the directors or an ordinary resolution of the company (in the latter case subject to any confidentiality restrictions applicable to 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 member.

103 Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiary undertakings (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.

Directors' indemnity, insurance and funding of defence expenditure

104 Indemnity

104.1 Subject to article 104.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:

- (a) any liability incurred by that director 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 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); and
- (c) any other liability incurred by that director as an officer of the company or an associated company.

104.2 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.

104.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant director" means any director or former director of the company or an associated company.

105 Insurance

105.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

105.2 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; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

106 Defence expenditure

106.1 Subject to the provisions of and so far as may be permitted by the Companies Acts, the company:

- (a) may provide a director of the company or any associated company with funds to meet expenditure incurred or to be incurred by such director in defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust

by such director in relation to the company or an associated company or in connection with any application for relief under the Companies Acts; and

(b) may do anything to enable any such director to avoid incurring such expenditure.

106.2 Subject to the provisions of and so far as may be permitted by the Companies Act, the Company:

(a) may provide a director of the company or any associated company with funds to meet expenditure incurred or to be incurred by such director in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by such director in relation to the company or any associated company; and

(b) may do anything to enable any such director to avoid incurring such expenditure.