

No 1003142

THE COMPANIES ACT 1985

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**Rolls-Royce plc**

COMPANY LIMITED BY SHARES

---

**SPECIAL RESOLUTION**

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At the ANNUAL GENERAL MEETING of ROLLS-ROYCE plc

held on Thursday, 30 May 2002, the following

Resolution was passed as a SPECIAL RESOLUTION:

**RESOLUTION**

**That**, subject to and conditional upon the passing of Resolution 12, the Section 89 amount, as defined in Article 8(D), shall be £16,131,666



A handwritten signature in black ink, appearing to be "C E Blundell", is written over the printed name.

C E BLUNDELL

*Company Secretary*

12-6-02  
95

No. 1003142

THE COMPANIES ACT 1985

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**Rolls-Royce plc**

COMPANY LIMITED BY SHARES

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**SPECIAL RESOLUTION**

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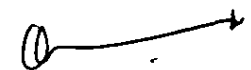
At the ANNUAL GENERAL MEETING of ROLLS-ROYCE plc

held on Thursday, 30 May 2002, the following

Resolution was passed as a SPECIAL RESOLUTION:

**RESOLUTION**

**That**, subject to and conditional upon the passing of Resolution 12, the Section 80 amount, as defined in Article 8(D), shall be £77,366,672



C E BLUNDELL

*Company Secretary*

12-6-02 95

No 1003142

THE COMPANIES ACT 1985

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**Rolls-Royce plc**

COMPANY LIMITED BY SHARES

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**SPECIAL RESOLUTION**

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At the ANNUAL GENERAL MEETING of ROLLS-ROYCE plc

held on Thursday, 30 May 2002, the following

Resolution was passed as a SPECIAL RESOLUTION:

**RESOLUTION**

That the regulations in the form of the printed document produced to this Meeting and initialled for identification by the Chairman of this Meeting be adopted as the new Articles of Association of the Company to replace in their entirety the existing Articles of Association of the Company

RE-SCAN



C E BLUNDELL

*Company Secretary*

12-6-02.95

No. 1003142

THE COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

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*J.H.R.*

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

ROLLS-ROYCE plc

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*30<sup>TH</sup> May.*

2002

*12-6-02 98*

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**ROLLS-ROYCE plc**

- 1     The Company's name is "Rolls-Royce plc" <sup>1</sup>
- 2     The Company is to be a public company
- 3     The registered office of the Company will be situate in England.
- 4     The objects for which the Company is established are
  - (1)   to acquire any part of the undertaking and assets of Rolls-Royce Limited or of any company which is a subsidiary of it (within the meaning of the Companies Act 1948) and to carry on any undertaking so acquired,
  - (2)   to design, manufacture, supply or deal in engines of every description and parts and components of and accessories for engines, to design, manufacture, supply or deal in vehicles, conveyances of all kinds, weapons and other equipment capable of military use, and machinery and equipment capable of use in or in connection with such vehicles, conveyances, weapons or equipment, to rebuild, replace, service or repair any of the foregoing,
  - (3)   to carry on research and development in connection with any of the foregoing activities, and to carry on any other activity preparatory or ancillary to such activities;
  - (4)   to carry out such building, mining, engineering or other operations and works, and to manufacture or deal in such goods and to acquire, hold or deal with such property, as may seem directly or indirectly to advance the interests of the Company,
  - (5)   to enter into such commercial or other transactions as may seem desirable for the purpose of the Company's affairs,
  - (6)   to enter into consortia or other collaborative arrangements which may seem to advance the interests of the Company in pursuance of international or other projects,

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<sup>1</sup> The Company was incorporated with the name "Rolls-Royce (1971) Limited" Pursuant to a special resolution passed on 7 March 1977, the name of the Company was changed to Rolls-Royce Limited Pursuant to a special resolution passed on 22 April 1986, the name of the Company was changed to Rolls-Royce plc

- (7) to acquire and hold interests in other companies and to enter into any arrangements with other companies which may seem to advance any interests of the Company,
- (8) to pay or to make such arrangements for providing such pensions, benefits, share acquisition schemes and other matters (whether to or for or for the benefit of present or past directors or employees of the Company or of any company associated with the Company or persons who are or were related to or dependants of such directors or employees) as may seem directly or indirectly to advance the interests of the Company and in particular but without prejudice to the generality of the foregoing in connection with any acquisition pursuant to sub-clause (1) of this Clause to make arrangements for the continuance or transfer to the Company of any pension arrangements made by Rolls-Royce Limited or any subsidiary thereof,
- (9) to act as agents or trustees, and to enter into partnership and other arrangements which may seem to advance the interests of the Company,
- (10) to sell, lease or dispose of the undertaking of the Company or any part thereof on such terms as the Company may decide, and to distribute assets in specie among the members of the Company;
- (11) to raise or borrow money and to receive deposits, and to lend money, give whether gratuitously or otherwise guarantees or indemnities and whether in respect of its own obligations or those of some other person or company, and to charge its undertaking or any part thereof or its uncalled capital, in any circumstances and upon such terms and conditions as the Company may think fit,
- (12) to pay the formation and registration expenses of the Company,
- (13) to contribute to any public, general, charitable, benevolent or useful object, to which it may seem to be in the interest of the Company or its members to contribute, and
- (14) to do all such other things as may be considered to further the interests of the Company or be incidental or conducive to the above objects or any of them

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (b) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this Clause, or the objects in such other paragraph specified, or the powers thereby conferred

5 The liability of the members is limited.

6 The Company's authorised share capital is £600,000,000 divided into 600,000,000 ordinary shares of £1 each <sup>2</sup>

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<sup>2</sup> The capital of the Company was by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice dated 2 December 1985 reduced from £600,000,000 divided into 600,000,000 shares of £1 each to £150,000,000 divided into 600,000,000 shares of 25p each. By ordinary resolutions passed on 27 April 1987, the 600,000,000 shares of 25p each were consolidated into 150,000,000 shares of £1 each and each such share was sub-divided into five shares of 20p each. By ordinary resolution passed on 27 April 1987, which became unconditional on 20 May 1987, the authorised share capital of the Company was increased to £210,000,001 by the creation of 300,000,000 ordinary shares of 20p each and the Special Rights Redeemable Preference Share of £1. By ordinary resolution passed on 24 May 1995, the authorised share capital was increased to £400,000,001 by the creation of an additional 250,000,000 ordinary shares of 20p each.

We, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names

<b>Names, Addresses and Descriptions of Subscribers</b>	<b>Number of shares taken by each subscriber</b>
JAMES ARNOT HAMILTON MINISTRY OF AVIATION SUPPLY Horse Guards Avenue London SW1  Government Servant	One
LEONARD WILLIAMS MINISTRY OF AVIATION SUPPLY Horse Guards Avenue London SW1  Government Servant	One

**DATED** the 22nd day of February 1971

Witness to the above signatures

J.K. GRIEVES  
1 Bank Buildings  
Princes Street  
London EC2R 8AB

Solicitor



**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**ROLLS-ROYCE plc**

(Adopted pursuant to a special resolution passed on *30<sup>TH</sup> May*, 2002)

**PRELIMINARY**

1 The regulations in Table A as in force at the date of the incorporation of the Company shall not apply to the Company

2 In the Articles (if not inconsistent with the subject or context and save as expressly provided herein) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively

<i>the Act</i>	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,
<i>the Acts</i>	the Act and every other statute or subordinate legislation within the meaning of the Interpretation Act 1978 for the time being in force concerning companies and affecting the Company (including, without limitation, the Regulations),
<i>address</i>	in relation to electronic communications, includes any number or address used for the purposes of such communications,
<i>Articles</i>	these Articles of Association (as from time to time altered by special resolution),
<i>Auditors</i>	the auditors for the time being of the Company;
<i>certificated share</i>	a share of the Company which is not an uncertificated share and references to a share being in certificated form shall be construed accordingly,

<i>clear days</i>	in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
<i>corporation</i>	includes corporation sole,
<i>director</i>	a director of the Company,
<i>directors</i>	the directors or any of them acting as the board of directors of the Company,
<i>executed</i>	includes any mode of execution,
<i>holder</i>	in relation to shares, means the member whose name is entered in the Register as the holder of the shares;
<i>in writing</i>	written or produced by any substitute for writing or partly one and partly another;
<i>member</i>	a member of the Company,
<i>Memorandum</i>	the memorandum of association of the Company as amended from time to time,
<i>month</i>	calendar month,
<i>Office</i>	the registered office of the Company for the time being,
<i>Official List</i>	the Official List of the UK Listing Authority,
<i>paid</i>	paid or credited as paid,
<i>recognised person</i>	a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, each of which terms has the meaning given to it by section 185(4) of the Act,
<i>Register</i>	either or both of the issuer register of members and the Operator register of members of the Company,
<i>Regulations</i>	the Uncertificated Securities Regulations 2001 (SI 2001 No 3755) including any modification thereof or any regulations in substitution therefor made under Section 207 of the Companies Act 1989 for the time being in force,
<i>relevant system</i>	the computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument, and which facilitate

	supplementary and incidental matters in accordance with the Regulations,
<b>Seal</b>	the common seal of the Company,
<b>secretary</b>	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,
<b>Securities Seal</b>	an official seal kept by the Company pursuant to Section 40 of the Act,
<b>Special Share</b>	the one special rights non-voting share of £1 in the capital of the Company,
<b>Special Shareholder</b>	the registered holder for the time being of the Special Share,
<b>Subsidiary Undertaking</b>	the meaning set out in section 258 of the Act,
<b>Transfer Office</b>	the place where the Register is situate for the time being,
<b>uncertificated share</b>	(subject to Regulation 42(11)(a) of the Regulations) a share of the Company title to which is recorded on the Operator register of members of the Company and which may, by virtue of the Regulations, be transferred by means of a relevant system to which Article 10(A) applies and references to a share being held in uncertificated form shall be construed accordingly,
<b>United Kingdom</b>	(except for the purposes of Article 49) Great Britain and Northern Ireland,
<b>year</b>	calendar year

The expressions **debenture** and **debenture holder** shall respectively include debenture stock and debenture stockholder

References to a **document** include, unless the context otherwise requires, references to an electronic communication

References to an **electronic communication** mean, unless the contrary is stated, an electronic communication (as defined in the Act) comprising writing

References to a document being **executed** include references to its being executed under hand or under seal or, in the case of an electronic communication, by electronic signature

References to an *instrument* mean, unless the contrary is stated, a written document having tangible form and not comprised in an electronic communication (as defined in the Act)

References to a notice or other document being *sent* or *given* to or by a person mean such notice or other document, or a copy of such notice or other document, being sent, given, delivered, issued or made available to or by, or served on or by, or deposited with or by that person by any method authorised by these Articles, and *sending* and *giving* shall be construed accordingly

References to *writing* mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether comprised in an electronic communication (as defined in the Act) or otherwise, and *written* shall be construed accordingly

In the Articles any reference to any statutory provision or enactment shall include any statutory modification or re-enactment thereof.

Words denoting the singular shall include the plural and vice versa Words denoting the masculine shall include the feminine Words denoting persons shall include corporations.

A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the Articles Where for any purpose an extraordinary resolution is required, a special resolution shall also be effective

Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 1985 but excluding any statutory modification thereof not in force when the Articles become binding on the Company

Words or expressions contained in these Articles which are not defined in Article 2 but are defined in the Regulations have the same meaning as in the Regulations (but excluding any modification of the Regulations not in force at the date of adoption of these Articles) unless inconsistent with the subject or context

In these Articles, (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them, (b) the word *directors* in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more directors, any director holding executive office and any agent of the Company, to which or, as the case may be, to whom the power in question has been delegated, (c) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and (d) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power

## SHARE CAPITAL

3 The authorised share capital of the Company at the effective date of adoption of the Articles is £400,000,001 divided into 2,000,000,000 Ordinary Shares of 20p each and one Special Share of £1

4 (A) Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may (other than rights attaching to the Special Share which may only be removed, amended or altered with the consent in writing of the Special Shareholder), subject to the provisions of the Acts, be varied or abrogated either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate general meeting all the provisions of the Articles relating to general meetings of the Company and to the proceedings thereat shall *mutatis mutandis* apply, except that the quorum shall be two persons at least holding or representing by proxy one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting a quorum as above defined is not present, any one holder of shares of the class present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him. The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

(B) The special rights attached to any class of shares (other than the Special Share) shall not, unless otherwise expressly provided by the terms of issue thereof, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

5 Subject to the provisions of the Acts and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine. Subject as aforesaid and to any resolution of the Company in general meeting, all unissued shares for the time being in the capital of the Company shall be at the disposal of the directors who may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, on such terms and at such times as they shall think fit.

6 Subject to the provisions of the Acts, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.

6 (A) Subject to the provisions of the Regulations, the directors may permit the holding of shares in any class of shares in uncertificated form and the transfer of title to shares in that class by means of a relevant system and may determine that any class of shares shall cease to be a participating security

(B) Shares in the capital of the Company that fall within a certain class shall not form a separate class of shares from other shares in that class because any share in that class

(a) is held in uncertificated form, or

(b) is permitted in accordance with the Regulations to become a participating security.

(C) Where any class of shares is a participating security and the Company is entitled under any provision of the Acts, the Regulations or these Articles to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over a share held in uncertificated form, the Company shall be entitled, subject to the provisions of the Acts, the Regulations, these Articles and the facilities and requirements of the relevant system.

(a) to require the holder of that uncertificated share by notice to change that share into certificated form within the period specified in the notice and to hold that share in certificated form so long as required by the Company,

(b) to require the holder of that uncertificated share by notice to give any instructions necessary to transfer title to that share by means of the relevant system within the period specified in the notice,

(c) to require the holder of that uncertificated share by notice to give any person to take any step, including without limitation the giving of any instructions by means of the relevant system, necessary to transfer that share within the period specified in the notice,

(d) to require the Operator to convert that uncertificated share into certificated form in accordance with Regulation 32(2)(c) of the Regulations, and

(e) to take any action that the board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.

7 The Company may exercise the powers of paying commissions conferred by the Acts Subject to the provision of the Acts, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

8 Except as required by law or pursuant to the provisions of Article 49, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be

bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder

8 (A) The directors have general and unconditional authority to exercise all the powers of the Company to allot relevant securities up to an aggregate nominal amount equal to the section 80 amount, for each prescribed period

(B) The directors are empowered for each prescribed period to allot equity securities for cash pursuant to the authority conferred by Article 8(A) as if section 89(1) of the Act did not apply to any such allotment, provided that its power shall be limited to

- (a) the allotment of equity securities in connection with a pre-emptive issue, and
- (b) the allotment (otherwise than pursuant to Article 8(B)(a)) of equity securities up to an aggregate nominal amount equal to the section 89 amount

(C) Before the expiry of a prescribed period the Company may make an offer or agreement which would or might require equity securities or other relevant securities to be allotted after such expiry. The directors may allot equity securities or other relevant securities in pursuance of that offer or agreement as if the prescribed period during which that offer or agreement was made had not expired

(D) In this Article 8(D) and Articles 8(A), 8(B) and 8(C)

***pre-emptive issue*** means an offer of equity securities to ordinary shareholders or any invitation to ordinary shareholders to apply to subscribe for equity securities and, if in accordance with their rights the directors so determine, holders of other equity securities of any class (whether by way of rights issue, open offer or otherwise) where the equity securities respectively attributable to the interests of ordinary shareholders or holders of other equity securities, if applicable, are proportionate (as nearly as practicable) to the respective numbers of ordinary shares or other equity securities, as the case may be, held by them, but subject to such exclusions or other arrangements as the directors may deem necessary or expedient in relation to fractional entitlements or any legal, regulatory or practical problems under the laws or regulations of any overseas territory or the requirements of any regulatory body or stock exchange;

***prescribed period*** means (a) the period commencing on the date of an annual general meeting at which an ordinary or special resolution stating the section 80 amount and/or a special resolution stating the section 89 amount is passed and expiring on the date on which the next following annual general meeting is held, or (b) any other period specified in any ordinary or special resolution stating the section 80 amount and/or in any special resolution stating the section 89 amount,

**section 80 amount** means, for any prescribed period, the amount stated in the relevant ordinary or special resolution, and

**section 89 amount** means, for any prescribed period, the amount stated in the relevant special resolution

## **THE SPECIAL SHARE**

9 (A) The Special Share may only be issued to, held by and transferred to the Secretary of State for Trade and Industry, a Minister of the Crown or any person acting on behalf of the Crown.

(B) Notwithstanding any provision in the Articles to the contrary, each of the following matters shall be deemed to be a variation of the rights attaching to the Special Share and shall accordingly only be effective with the consent in writing of the Special Shareholder:

- (i) the amendment, or removal, or alteration of the effect of all or any of the following Articles or, where specified, parts of the following Articles

- (a) Article 2;

- (b) the words in the first set of brackets in Article 4(A) and the words in brackets in Article 4(B),

- (c) this Article 9,

- (d) Article 49,

- (e) Articles 72(B), (C) and (D);

- (f) the fourth sentence of Article 88 so far as it imposes requirements on the number of British citizens (as defined in Article 89) on a committee established pursuant to that Article,

- (g) Article 89,

- (h) Article 98,

- (i) Article 108,

- (j) the words in the first set of brackets in Article 112,

- (k) Article 142(B),

- (ii) a proposal for the voluntary winding-up or dissolution of the Company, and



- (iii) any disposal which, alone or when aggregated with any other disposal or disposals forming part of, or connected with, the same or a connected transaction, constitutes a disposal of the whole or a material part of either (a) the assets of the Nuclear Business or (b) the assets of the Group as a whole.

(C) For the purposes of this Article

- (i) **the Nuclear Business** means the business of the Group in designing, developing, manufacturing and selling nuclear propulsion units or nuclear cores for use in nuclear propulsion units (being in each case for use, or capable of use, in the propulsion of submarine vessels) or procurement for or support services in connection with such nuclear propulsion units or nuclear cores, and **the assets of the Nuclear Business** means those assets wholly or substantially employed by the Group in the Nuclear Business,
- (ii) **the Group** means the Company, its subsidiaries and any other person, firm, body, partnership or association (together a "firm") over which the Company and its subsidiaries for the time being have control by virtue of the ownership of shares or other proprietary interests,
- (iii) a part of the assets of the Nuclear Business or of the Group as a whole (as the case may be) shall be **material** if (and only if)
  - (a) its net asset value as attributable to the Company (calculated by reference to the then latest published audited consolidated accounts of the Group), or the aggregate value of the total consideration to be received on its disposal, is not less than twenty-five per cent of the net asset value attributable to the Company of the Nuclear Business or of the Group as a whole (as the case may be) prior to such disposal as shown by reference to such accounts, or
  - (b) its average profits as attributable to the Company are not less than twenty-five per cent of the average profits attributable to the Company of the Nuclear Business or of the Group as a whole (as the case may be) prior to such disposal and for the purposes of this Article the expression **average profits** shall mean the average of the profits before taxation, excluding interest payable and similar charges and extraordinary items, for the last three financial periods for which audited consolidated accounts of the Group have been published, calculated by reference to such accounts,

provided that, where the effect of its disposal is that the Company ceases to control by virtue of the ownership of shares or other proprietary interests any corporation or firm which is engaged in the Nuclear Business, the net asset value or average profits (as the case may be) attributable to the Company in respect of the part disposed of shall be deemed to be the net asset value or average profits (as the case

may be) of the relevant corporation or firm as attributable to the whole of the Company's interest therein prior to such disposal (irrespective of whether or not any part of that interest is retained), and

- (iv) the net asset value of the Nuclear Business or of the Group as a whole, the net asset value attributable to the Company of any part of the assets of the Nuclear Business or of the Group as a whole, the average profits attributable to any assets of the Nuclear Business or of the Group and the value of any consideration shall, in each case, be conclusively determined (at the request of the Special Shareholder) by the Auditors and be subject to such adjustment as the Auditors consider appropriate.

(D) The expression *disposal* for the purposes of this Article shall be deemed to include any reduction in the Group's percentage interest in any corporation or firm (being a corporation or firm which is controlled by the Company by virtue of the ownership of shares or other proprietary interests) where such reduction results from the issue of shares or other proprietary interests therein to any person other than a member of the Group or from any other arrangement or transaction not otherwise covered by the preceding provisions of this Article 9, provided that

- (i) no such disposal shall in any event be treated as material unless the Company thereby ceases to control the corporation or firm concerned by virtue of the ownership of shares or other proprietary interests, and
- (ii) in applying the provisions of sub-paragraph (C)(iii) of this Article to determine whether any disposal of the nature referred to in this paragraph (D) is material, the net asset value or average profits (as the case may be) attributable to the Company in respect of the part disposed of shall be deemed to be:

- (a) in any case where the corporation or firm concerned is engaged in the Nuclear Business, the net asset value or average profits (as the case may be) of the relevant corporation or firm as attributable to the whole of the Company's interest therein prior to such disposal (irrespective of whether or not any part of that interest is retained), and

- (b) in any other case, the difference between the net asset value or average profits (as the case may be) of the relevant corporation or firm as attributable to the Company's interest therein prior to such disposal and those so attributable after such disposal

(E) The Special Shareholder shall be entitled to receive notice of and to attend and speak at any general meeting or any meeting of any class of shareholders of the Company but the Special Share shall carry no right to vote nor any other rights at any such meeting.

(F) In a distribution of capital in a winding-up of the Company, the Special Shareholder shall be entitled to repayment of the capital paid up on the Special Share in priority to any repayment of capital to any other member. The Special Share shall confer no other right to participate in the capital or profits of the Company.

(G) The Special Shareholder may, subject to the provisions of the Act, require the Company to redeem the Special Share at par at any time by serving written notice upon the Company and delivering the relevant share certificate.

## **SHARE CERTIFICATES**

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

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

(C) The Company shall enter on the Register how many shares are held by each member in uncertificated form and in certificated form and shall maintain the Register in each case as required by the Regulations and the relevant system concerned. Unless the directors otherwise determine, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings.

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

(E) The provisions of Article 11 shall not apply to uncertificated shares.

11. Subject to Article 10, every member upon becoming the holder of a certificated share (except a recognised person in respect of whom the Company is not required by law to complete and have ready for delivery a certificate), shall be entitled without payment to one certificate for all the certificated shares of each class held by him (and, upon transferring a part of his holding of certificated shares of any class, to a certificate for the balance of such holding of certificated shares). That member may elect to receive one or more additional certificates for any of his certificated shares upon payment, for every certificate after the first, of such reasonable sum as the directors may determine from time to time. Every certificate shall be sealed with the Seal or the Securities Seal or in the case of a share on a branch register, an official seal for use in the relevant territory or in accordance with Article 120 and shall specify

the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for certificated shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. Unless the directors otherwise determine, no definitive certificate shall be issued in respect of shares held by a recognised person.

12 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of any exceptional out-of-pocket expenses reasonably incurred by the Company in investigating evidence and preparing the requisite form of indemnity as the directors may determine, but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

### **LIEN**

13 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time (generally or in a particular case) waive any lien or declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount (including, without limitation, dividends) payable in respect of it.

14. The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

15. To give effect to a sale the directors may, if the share is a certificated share, authorise any person to execute an instrument of transfer in respect of the shares sold to, or in accordance with the directions of, the purchaser. If the share is an uncertificated share, the directors may exercise any of the Company's powers under Article 6(C) to effect the sale of the share to, or in accordance with the directions of the purchaser. The purchaser shall not be bound to see the application of the purchase money and his title to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

16 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (if the share sold is a certificated share, upon surrender to the Company for cancellation of the certificate for the shares sold and, whether the share sold is a certificated or uncertificated share, subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

## **CALLS ON SHARES AND FORFEITURE**

17 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

18 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

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

20 If a call or any instalment of a call remains unpaid in whole or in part after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid. Interest shall be paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, the rate determined by the directors not exceeding 15 per cent per annum or, if higher, the appropriate rate (as defined by the Act) but the directors may in respect of any individual member waive payment of such interest wholly or in part.

21 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and notified and payable on the date so fixed or in accordance with the terms of the allotment. If it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

22 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the allottees or holders in the amounts and times of payment of calls on their shares.

23 The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish pro tanto the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding 12 per cent per annum) as the member paying such sum and the directors agree upon.

24 If a call or any instalment of a call remains unpaid in whole or in part after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

25 If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture. Where any share has been forfeited, notice of the forfeiture shall be served upon the person who was before the forfeiture the holder of the share. Where the forfeited share is held in certificated form, an entry of such notice showing that notice has been given, that the share has been forfeited and the date thereof shall forthwith be made in the Register opposite the entry of the share, but no forfeiture shall be invalidated by any omission or neglect to give such notice or to make such entries.

26. Subject to the provisions of the Acts, a forfeited share shall be deemed to belong to the Company and may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may, in respect of certificated shares, authorise some person to execute an instrument of transfer of the share. Where for the purposes of its disposal a forfeited share held in uncertificated form is to be transferred to any person the board may exercise any of the Company's powers under Article 6(C). The Company may receive the consideration given for the share on its disposal and may register the transferee as holder of the share.

27 A person, any of whose shares have been forfeited, shall cease to be a member in respect of them and, in the case of certificated shares, shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the rate determined by the directors, not exceeding 15 per cent per annum or, if higher, the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment 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.

28. The board may accept the surrender of any share which it is in a position to forfeit upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited.

29 The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and any claim or demand against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Acts given or imposed in the case of past members

30 A statutory declaration by a director or the secretary that a share has been forfeited or surrendered on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer or transfer by means of the relevant system, as the case may be, if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture surrender, sale, re-allotment or disposal of the share

## **TRANSFER OF SHARES**

31 All transfers of uncertificated shares shall be made in accordance with and be subject to the provisions of the Regulations and the facilities and requirements of the relevant system and, subject thereto, in accordance with any arrangements made by the directors pursuant to Article 10(A)

32 The instrument of transfer of a certificated share may be in any usual form or in any other form which the directors may approve. An instrument of transfer shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. An instrument of transfer need not be under seal.

33 Without prejudice to the provisions of Article 49, the directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share (whether a certificated share or an uncertificated share), which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien (whether a certificated share or an uncertificated share), provided that such refusal does not prevent dealings in the share from taking place on an open and proper basis.

34 The directors may refuse to register a transfer of any shares (whether in certificated form or uncertificated form and whether fully paid or not)

- (a) to an entity which is not a natural or legal person,
- (b) to a minor, or
- (c) to be held jointly by more than four persons

The directors may also refuse to register a transfer of uncertificated shares in such other circumstances (if any) as may be permitted by the Regulations and the requirements of the relevant system concerned.

35 In relation to a certificated share, the directors may decline to register a transfer unless the instrument of transfer

- (a) is lodged, duly stamped (if stampable), at the Transfer Office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer. In the case of a transfer by a recognised person the lodgement of share certificates will only be necessary if, and to the extent that, certificates have been issued in respect of the shares in question, and
- (b) is in respect of only one class of shares

36 If the directors refuse to register a transfer of a share, whether pursuant to the provisions of Articles 33 to 35 inclusive or Article 49, they shall, in the case of certificated shares, within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal or, in respect of uncertificated shares, notify such person as may be required by the Regulations and requirements of the relevant system concerned

37 The registration of transfers of shares or of transfers of any class of shares may be suspended (to the extent the same is consistent with the Acts) at such times and for such periods (not exceeding thirty days in any year) as the directors may determine, except that the directors may not suspend the registration of transfers of any participating security without the consent of the Operator of the relevant system

38 No fee shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share.

39 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given

40 (A) The Company shall be entitled to destroy any instrument of transfer (which phrase, together with references to documents, shall for the purposes of this Article 40(A) include electronically generated or stored communications in relation to the transfer of uncertificated shares and any electronic or tangible copies of the same) which has been registered at any time after the expiration of six years from the date on which it is registered and any dividend or scrip dividend mandate and notification of change of address at any time after the expiration of two years from the date on which it is recorded and any share certificate which has been cancelled at any time after the expiration of one year from the date on which it is cancelled. It shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other documents so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective



document in accordance with the particulars in the books or records of the Company  
Provided always that

- (i) this Article shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant,
- (ii) nothing in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article,
- (iii) references in this Article to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system concerned relating to the transfer of such shares;
- (iv) references in this Article to the destruction of any document include references to the disposal of it in any manner, and
- (v) in relation to uncertificated shares, the provisions of this Article shall apply only to the extent the same are consistent with the Regulations

(B) Any document referred to in paragraph (A) above may be destroyed earlier than the relevant date authorised by that paragraph, provided that a permanent record of the document is made, which record is not destroyed before that date

#### **UNTRACED SHAREHOLDERS**

41 (A) The Company shall be entitled to sell at the best price reasonably obtainable the shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy if and provided that

- (i) during the period of twelve years prior to the date of the publication of the advertisements referred to in paragraph (ii) below (or, if published on different dates, the first thereof) at least three warrants and cheques in respect of the dividend on the shares in question sent in the manner authorised by the Articles have remained uncashed,
- (ii) the Company shall on expiry of the said period of twelve years have inserted advertisements, both in one leading national daily newspaper in the United Kingdom and in a newspaper circulating in the area in which the last known address of the member or the address at which service of notices may be effected in the manner authorised by these Articles is located, giving notice of its intention to sell the said shares,
- (iii) during the said period of twelve years and the period of three months following the publication of the said advertisements the Company shall

have received indication neither of the whereabouts nor of the existence of such member or person, and

- (iv) notice shall have been given to the relevant listing authority before the publication of the advertisements of its intention to make such sale

(B) To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said shares or to make any arrangement for the transfer of uncertificated shares in accordance with the Regulations and such instrument of transfer or such arrangement shall be as effective as if it had been executed or made by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the directors may from time to time think fit.

## **TRANSMISSION OF SHARES**

42 If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him

43 A person becoming entitled to a share in consequence of the death or bankruptcy or mental disorder of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder, he shall give notice to the Company to that effect. If he elects to have another person registered and the share is a certificated share, he shall execute an instrument of transfer of the share to that person. If he elects to have himself or another person registered and the share is an uncertificated share, he shall take any action the directors may require (including, without limitation, the execution of any document and the giving of any instruction by means of a relevant system) to enable himself or that person to be registered as the holder of the share. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred

43 (A) The directors may at any time send a notice requiring any person becoming entitled to a share in consequence of the death or bankruptcy or mental disorder of a

member, to elect either to be registered himself or to transfer the share. If the notice is not complied with within 60 days, the directors may after the expiry of that period withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

44 A person becoming entitled to a share in consequence of the death or bankruptcy or mental disorder of a member or otherwise by operation of law shall, upon such evidence being produced as the directors may properly require as to his entitlement and subject to the requirements of Article 43, have the rights to which he would be entitled if he were the holder of the share, subject to Article 125(A) and may give a discharge for all dividends and other moneys payable in respect of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to receive notice of or to attend or vote at any meeting of the Company or to receive notice of, or to attend or vote at, any separate meeting of the holders of any class of shares in the Company. Provided always that the directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

#### **ALTERATION OF SHARE CAPITAL**

45 The Company may by ordinary resolution

- (a) increase its share capital by new shares of such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Acts, sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

45 (A) All shares created by ordinary resolution pursuant to Article 45 shall be

- (a) subject to all the provisions of these Articles, including without limitation provisions relating to payment of calls, lien, forfeiture, transfer and transmission, and
- (b) unclassified, unless otherwise provided by these Articles, by the resolution creating the shares or by the terms of allotment of the shares.

46. Whenever as a result of a consolidation or sub-division any members would become entitled to fractions of a share, the directors may, on behalf of those members, settle the matter in any manner they deem fit and in particular, without limitation, the directors may sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members. Where the shares to be sold are in a certificated form the directors may authorise any person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. Where the shares to be sold are held in uncertificated form, the board may do all acts and things it considers necessary or expedient to effect the transfer of the shares to, or in accordance with the directions of, the purchaser. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

47. Subject to the provisions of the Acts, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

#### **PURCHASE OF OWN SHARES**

48. Subject to and in accordance with the provisions of the Acts and without prejudice to any relevant special rights attached to any class of shares, the Company may purchase its own shares of any class (including any redeemable shares) in any way and at any price (whether at par or above or below par). No purchase by the Company of its own shares shall take place unless it has been sanctioned by an extraordinary resolution passed at a separate class meeting of the holders of each class of shares (if any) in issue convertible into equity share capital of the Company.

#### **UNITED KINGDOM CONTROL**

49.

##### **Purpose of this Article**

(A) It is a cardinal principle that the Company should be and remain under United Kingdom control. The purpose of this Article is to support this principle by imposing a limit on the percentage of the issued share capital of the Company in which a Foreign Person may be interested.

##### **Definitions**

(B) In this Article

**Clearing House** means a recognised clearing house or a nominee of such a clearing house or of a recognised investment exchange (in each case as defined in the Financial Services and Markets Act 2000) or a pooled nominee service provided by an operator of any relevant system;

***Corporation under Foreign Control*** means any corporation (other than a Foreign Corporation)

- (a) of which one third or more of the directors (or persons occupying the position of directors by whatever name called) are Foreign Individuals or Foreign Corporations or are accustomed to act in accordance with the suggestions, instructions or directions of Foreign Individuals or Foreign Corporations, and
- (b) of which shares carrying more than 30 per cent of the votes which are ordinarily eligible to be cast on a poll at general meetings of the corporation are for the time being held by Foreign Individuals or Foreign Corporations,

***Depositary*** means a person who issues depositary receipts or other securities which evidence the deposit of Shares or the right to receive or to call for the delivery of Shares or a custodian or nominee appointed by or with the approval of any such person in connection with any such securities or any clearing agent for such securities,

***ESOP*** means any arrangement approved by the directors for the benefit of employees or officers (or former employees or officers) of the Company, the Company's subsidiaries or any associated undertakings or of their wives, husbands, widows, widowers or children or step-children under the age of 18,

***Foreign Corporation*** means:

- (a) any corporation other than a corporation which is incorporated under the laws of any part of and which has its principal place of business and central management and control in the United Kingdom,
- (b) a government or government department or government agency or body other than of the United Kingdom or any part thereof; and
- (c) any municipal, local, statutory or other authority or any undertaking or body established in any country other than the United Kingdom,

***Foreign-held Share*** means any Share in which a Foreign Person is interested,

***Foreign Individual*** means any individual who is not a British citizen, a British Dependent Territories citizen or a British Overseas citizen by virtue of the British Nationality Act 1981,

***Foreign Person*** means a Foreign Individual, a Foreign Corporation or a Corporation under Foreign Control,

***ICTA*** means the Income and Corporation Taxes Act 1988,

***Individual Foreign Shareholding Limit*** means 15 per cent of the aggregate of the votes attaching

- (a) to Relevant Share Capital of all classes (taken as a whole) and capable of being cast on a poll, and

- (b) to all other Shares in respect of which the directors have made a determination under paragraph (N) of this Article,

**Interest**, in relation to any Share and subject as provided below, means

- (a) any interest which would be taken into account in deciding whether a notification to the Company would be required under Part VI of the Original Act except for the following
- (i) any interest of a bare trustee or any interest which, if the incidents of the interest were governed by the laws of England and Wales, would in the opinion of the directors be regarded as a bare trustee,
  - (ii) any interest which exists only by virtue of an obligation (contingent or otherwise) to purchase or subscribe for Shares pursuant to underwriting or sub-underwriting arrangements approved by the directors and, for a period of three months following the relevant purchase or subscription, in respect of any interest in Shares purchased or subscribed pursuant to such an obligation,
  - (iii) any interest of a person which exists only by virtue of the entering into or performance by that person of an agreement approved by the directors under which that person (whether alone or with other persons) is to procure purchasers or subscribers of the relevant Shares, as principal or as agent, as part of the distribution of those Shares (whether to the public or otherwise) provided that any such interest shall only be disregarded for a period of three months from the date of the relevant agreement,
  - (iv) any interest of the chairman of either a meeting of the Company or of a meeting of the holders of Shares of any class (acting in that capacity),
  - (v) any interest in Shares held by or on behalf of a trustee of a Profit-sharing Scheme or an ESOP,
  - (vi) any interest of a trustee of.
    - (A) any retirement benefits scheme for the employees of a business or undertaking carried on (wholly or mainly) in the United Kingdom otherwise than by a Foreign Person which is, or is treated by the Commissioners of Inland Revenue as, an exempt approved scheme for the purposes of Chapter 1 of Part XIV of the ICTA, or
    - (B) any charity which is registered under the provisions of the Charities Act 1993, or
    - (C) any exempt charity within the meaning of that Act.

other than (in any such case) a retirement benefits scheme, charity or exempt charity of which the majority of the trustees are Foreign Persons, and

- (vii) any interest of a Clearing House or Depositary, acting in its capacity as such,
- (b) any right pursuant to the provisions of any agreement to control, influence or participate in the exercise of any right conferred by the holding of any Share (including, without prejudice to the generality of the foregoing, any right relating to the retention or disposal of any Share) and for the purpose of this paragraph (b)
  - (i) any restraint or restriction to which any such right is or may be subject shall be disregarded,
  - (ii) *agreement* shall include any agreement, arrangement or understanding (whether formal or informal) irrespective of whether such agreement, arrangement or understanding includes a provision for the acquisition by any one or more of the parties to it of any interest in any Share or is part of a proposal to obtain or consolidate control of the Company, and
  - (iii) *provisions of any agreement* shall include any undertaking, expectation or understanding (whether express or implied and whether absolute or not) operative under any agreement, except that a right pursuant to an agreement which is not legally binding shall not be taken into account in determining whether a person has an Interest unless the agreement involves mutuality in the undertakings, expectations or understandings of the parties to it, and
- (c) any interest which the directors resolve, having made enquiries in accordance with paragraphs (G) and (H) of this Article, is an Interest,

**PROVIDED THAT:**

- (a) where interests in Shares are held by a Depositary or a Clearing House, in each case in its capacity as such, in the absence of any reason why he should be treated as being interested in a greater number of Shares, a person shall be deemed to be interested in the number of Shares for which such Depositary or Clearing House is or may become liable to account to him,
- (b) in calculating the number of Shares in which a trader in securities is interested at any particular time, the trader's gross sales (up to a maximum equal to the trader's gross purchases) shall be deducted from the number of Shares in which he would be interested but for this paragraph (b) and, in this paragraph

*gross sales* means the number of Shares which, at the relevant time, the trader shall be under an obligation to sell pursuant to contracts entered into in the ordinary course of his business as a trader in securities each of which requires

delivery to be made not later than 14 days after the contract shall have been entered into, and

**gross purchases** means the number of Shares which, at the relevant time, the trader shall be under an obligation to purchase pursuant to such contracts,

(c) section 209(1)(a) of the Original Act shall be disregarded, and

(d) it shall be assumed that all Shares are Relevant Share Capital,

and **interested** shall be construed accordingly;

**Original Act** means the Companies Act 1985 as in force at the date of adoption of this Article and notwithstanding any amendment, replacement, repeal or re-enactment thereof after that date (including, without prejudice to the generality of the foregoing, any amendment, replacement, repeal or re-enactment by regulations made pursuant to Section 210A of that Act as to what is to be taken to be an interest in shares and what interests are to be disregarded),

**Profit-sharing Scheme** means any scheme established by the Company and approved by the Board of the Inland Revenue in accordance with the provisions of sections 186 and 187 and Schedules 9 and 10 of the ICTA,

**Register of Foreign-held Shares** means the register maintained in accordance with paragraph (E) of this Article,

**Relevant Foreign Person** means any Foreign Person (whether or not identified) who has, or who appears to the directors to have, at any time an interest in an aggregate number of Foreign-held Shares of which particulars are entered on the Register of Foreign-held Shares which is equal to or more than the Individual Foreign Shareholding Limit;

**Relevant Share** means any Share comprised in the Relevant Share Capital in which a Relevant Foreign Person has, or appears to the directors to have, an interest, and in respect of which notice has been served pursuant to paragraph (I) of this Article,

**Relevant Share Capital** means the relevant share capital (as defined in section 198(2) of the Original Act) of the Company,

**Required Disposal** means a disposal or disposals of Relevant Shares (or interests in Relevant Shares) as will cause a Relevant Foreign Person to cease to be a Relevant Foreign Person not being a disposal to another Relevant Foreign Person, or a disposal which constitutes any other Foreign Person a Relevant Foreign Person,

**Share** means any share in the capital of the Company other than the Special Share, whether certificated or uncertificated; and

**United Kingdom** means Great Britain, Northern Ireland, the Channel Isles and the Isle of Man



(C) The provisions of Part VI of the Original Act shall apply to the Company as if such provisions extended to interests of Foreign Persons. The Company, its members and all persons interested in Shares shall have the rights and obligations referred to in Part VI of the Original Act in relation to all interests of Foreign Persons. The directors shall maintain a register (which shall be separate from that maintained under Part VI of the Original Act) in which shall be entered particulars of Interests of Foreign Persons disclosed to the Company.

**Declaration to be submitted by shareholders**

(D) Any person for whom application has been made for registration as a holder of a Share (other than (i) an allottee under an issue of Shares by way of capitalisation of profits or reserves made pursuant to the Articles and (ii) the trustees of a Profit-sharing Scheme or an ESOP) shall furnish to the directors a declaration (in such form as the directors may from time to time prescribe) stating that, upon registration of such Share in the relevant name or names, either (i) such Share will not be a Foreign-held Share or (ii) such Share will be a Foreign-held Share. The directors shall in any case where they may consider it appropriate require such person to provide such evidence or give such information as to the matters referred to in the declaration as they think fit including such information as the directors may require of the authority of any person giving the declaration on behalf of such person. Subject to the Regulations, the directors shall decline to register any person as a holder of a Share if such a declaration or further evidence or information is not provided or given. In the case of transfers of uncertificated shares pursuant to the Regulations, the directors may for the purposes of the application of the Regulations to the provisions of this paragraph (D) of this Article adopt such procedures as they consider appropriate and as the holder of the Special Share may approve.

**Register of Foreign-held Shares**

(E) The directors shall maintain a separate register in which shall be entered particulars of any Share which

- (a) has been acknowledged by the holder (or by any one of joint holders) to be a Foreign-held Share; or
- (b) has been declared to be a Foreign-held Share by virtue of a declaration of the directors made pursuant to paragraph (H) of this Article,

and in either case which has not ceased to be a Foreign-held Share

(F) The directors shall remove from the Register of Foreign-held Shares any Share if there has been furnished to them a declaration (in such form as the directors may from time to time prescribe) signed by or on behalf of the holder of such Share (or, in the case of a corporation, sealed by the corporation or signed on its behalf by an attorney or duly authorised officer or agent of the corporation), together with such evidence as the directors may require of the authority of any signatory on behalf of such holder, stating that such Share is no longer a Foreign-held Share. The directors shall also in any case where they may consider it appropriate require such holder to

provide such evidence or give information as to the matters referred to in the declaration as they think fit. The directors shall not remove from such register any Share unless such a declaration is provided (with any further evidence or information so required by them) and they are satisfied that the Share is not a Foreign-held Share

#### **Investigations in relation to shares**

(G) The directors shall, unless any director has reason to believe otherwise, be entitled to assume without enquiry that all Shares, other than those Shares whose particulars have been entered in the Register of Foreign-held Shares, are not Foreign-held Shares. Nevertheless, the directors may at any time give notice in writing to the holder (or to any one of the joint holders) of a Share requiring him to make a declaration (in such form as the directors may prescribe) within such reasonable period as may be specified in the notice as to whether or not the Share is a Foreign-held Share

(H) Whether or not they have given a notice under paragraph (G) of this Article, if at any time it appears to the directors that a Share which they have not treated as a Foreign-held Share may be such a Share, they shall give notice in writing to the holder (or to any one of joint holders) requiring him to show to their satisfaction that such a Share is not a Foreign-held Share. For this purpose failure to make a declaration pursuant to paragraph (G) of this Article shall be sufficient reason for the directors so acting. If within 21 days after the giving of such notice (or such extended time as in all the circumstances the directors shall consider reasonable) they are not so satisfied, the directors shall declare such Share to be a Foreign-held Share

#### **Individual Foreign Shareholding Limit**

(I) If at any time and to the knowledge of the directors the aggregate number of Foreign-held Shares of which particulars are entered on the Register of Foreign-held Shares in which any Foreign Person is interested is equal to or more than the Individual Foreign Shareholding Limit, the directors shall serve a notice on the holder or holders (other than persons referred to in paragraph (Q) of this Article) of the Shares in which the Foreign Person is interested in the form required by paragraph (J) of this Article.

#### **Required Disposals**

(J) A notice served pursuant to paragraph (I) of this Article shall be in writing, shall specify the Share or Shares to which it relates, shall set out the restrictions referred to in paragraph (M) of this Article and call for a Required Disposal to be made within 21 days of the service of the notice on the holder or such longer period as the directors consider reasonable. The directors may extend the period in which such notice is required to be complied with and may withdraw any such notice (whether before or after the expiration of the period referred to) if it appears to them that no Share is a Relevant Share

(K) If within 21 days after the giving of any notice in accordance with paragraph (J) of this Article (or such extended time as in all the circumstances the directors shall consider reasonable) such notice is not complied with to the satisfaction of or withdrawn by the directors, the directors shall, so far as they are able, make a Required Disposal (or procure that a Required Disposal is made) and shall give written notice of the disposal to those persons on whom the notice was served. Any person who has an interest in the shares duly disposed of shall be deemed irrevocably and unconditionally to have authorised the directors to make such Required Disposal. The manner, timing and terms of any such Required Disposal made or sought to be made by the directors (including but not limited to the price or prices at which the same is made and the extent to which assurance is obtained that no transferee is or would become a Relevant Foreign Person) shall be such as the directors determine, based on advice from bankers, brokers, or other persons the directors consider appropriate consulted by them for the purpose, to be reasonably practicable having regard to all the circumstances, including but not limited to the number of shares to be disposed of and the requirement that the disposal be made without delay, and the directors shall not be liable to any person for any of the consequences of reliance on such advice.

(L) For the purpose of effecting any Required Disposal, the directors may, in respect of a Share in certificated form, authorise in writing any officer or employee of the Company to execute any necessary transfer on behalf of any holder and may enter the name of the transferee in the Register in respect of the transferred shares notwithstanding the absence of any share certificate and may issue a new certificate to the transferee and an instrument of transfer executed by such person shall be as effective as if it had been executed by the holder of the transferred shares and, in respect of a Share in uncertificated form, make arrangements for its transfer to the purchaser in accordance with the Regulations. The title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating to the implementation of a Required Disposal. The net proceeds of the 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 in respect of it and after deduction of any expenses incurred by the directors in the sale) to the former holder (or, in the case of joint holders, the first of them named in the Register), in respect of a Share in a certificated form, upon surrender by him or on his behalf of any certificate in respect of the Relevant Shares sold and formerly held by him and, in respect of a Share in an uncertificated form, as soon as reasonably practicable after receipt of the net proceeds of the sale of the Share.

**Restrictions following service of a notice pursuant to paragraph (I) of this Article**

(M) Following the giving of a notice served pursuant to paragraph (I) of this Article

- (a) save for the purpose of a Required Disposal under paragraphs (J) or (K) of this Article and subject to the Regulations, no transfer of any Relevant Share may be made or registered until either such notice is withdrawn or a Required Disposal has been made to the satisfaction of the directors and registered, and

- (b) a holder of a Relevant Share shall not in respect of such share be entitled, until such time as such notice has been withdrawn or the notice has been complied with to the satisfaction of the directors, to attend or vote at any general meeting of the Company or meeting of the holders of Relevant Share Capital or any class thereof or to exercise any other right conferred by membership in relation to any such meeting and the rights to attend (whether in person or by proxy), to speak and to demand and vote on a poll which would have attached to such Relevant Share had it not been a Relevant Share shall vest in the chairman of any such meeting. The manner in which the chairman exercises or refrains from exercising any such rights shall be entirely at his discretion. The chairman of any such meeting as aforesaid shall be informed by the directors of any share becoming or being deemed to be a Relevant Share

#### **Shares with limited voting rights**

(N) For as long as any Foreign-held Share which carries a right to vote on a poll at general meetings of the Company only in specified circumstances does not carry a present right to vote at any general meeting of the Company, the directors shall in relation to such Share not be bound to comply with the provisions of paragraph (I) of this Article, but the directors may, at their discretion and at any time, determine that all provisions of this Article shall apply to any such Foreign-held Share

(O) If at any time such a Foreign-held Share as is referred to in paragraph (N) of this Article carries a present right to vote at general meetings of the Company, such Share shall, if the directors have not previously determined that all the provisions of this Article shall apply to it, thereupon be treated as a Foreign-held Share for all the purposes of this Article

#### **Resolutions and determinations of the directors to be conclusive**

(P) Any resolution, determination, decision or exercise of any discretion or power by the directors or any director or by the chairman of any meeting under or pursuant to the provisions of this Article (including without prejudice to the generality of the foregoing as to whether or not a Share is a Foreign-held Share or as to the manner, timing and terms of any Required Disposal) shall be final and conclusive and any disposal or transfer made, or other things done, by or on behalf of, or on the authority of, the directors or any director pursuant to the foregoing provisions of this Article shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The directors shall not be required to give any reasons for any resolution, determination, decision or exercise of any discretion or power under or pursuant to this Article

#### **Service of notices required by this Article**

(Q) The directors shall not be obliged to serve any notice required under this Article to be served upon any person if they do not know either his identity or his address. The absence of service of such a notice in such circumstances as aforesaid and any accidental error in or failure to give any notice to any person upon whom

notice is required to be served under this Article shall not prevent the implementation of or invalidate any procedure under this Article

(R) The provisions of Articles 134 to 140 shall apply to the service upon a member of any notice required by this Article to be served. Any notice required by this Article to be served upon a person who is not a member, or to a person who is a member, or, in the case of joint holders, who is the person first named in the Register, but whose registered address is not within the United Kingdom and who has not given to the Company an address within the United Kingdom at which notice may be given to him, shall be deemed validly served if it is sent through the post in a pre-paid cover addressed to that person at the address (or, if more than one, at one of the addresses), if any, at which the directors believe him to be resident or carrying on business. Service shall in such a case be deemed to be effected at the expiration of 24 hours (or, where second class mail is employed, 72 hours) after the time when the cover containing the same is posted and in proving such service it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

#### **Further provisions relating to the directors**

(S) Without prejudice to the generality of the foregoing, the directors shall (save in the circumstances set out in paragraphs (D) and (H) of this Article or unless any director has reason to believe otherwise), be entitled to assume that every share, other than those particulars of which are entered in the separate register maintained by the directors pursuant to paragraph (E) of this Article, is not a Foreign-held Share and accordingly, save in such circumstances as aforesaid, the directors shall, so long as they act reasonably and in good faith, be under no liability to the Company or any other person for failing to treat any share as a Foreign-held Share in accordance with the provisions of this Article and neither shall the directors or any of them be liable to the Company or any other person if, having acted reasonably and in good faith, they determine erroneously that any share is a Foreign-held Share and, on the basis of such determination, perform or exercise (or purport to perform or exercise) their duties, powers, rights or discretions under this Article in relation to such share.

(T) The directors shall, so long as they act reasonably and in good faith, be under no liability to the Company or any other person for failing to treat any share as a Relevant Share or any person as a Relevant Foreign Person in accordance with the provisions of this Article and neither shall any of the directors be liable to the Company or any other person if, having acted reasonably and in good faith, they determine erroneously that any share is a Relevant Share or any person is a Relevant Foreign Person or, on the basis of such determination or any other determination or resolution of the directors, they perform or exercise (or purport to perform or exercise) their duties, powers, rights or discretions under this Article in relation to such share.

#### **Inconsistency with other Articles**

(U) This Article shall apply notwithstanding any provision in any of the Articles which is inconsistent with or contrary to it.

## **GENERAL MEETINGS**

50 All general meetings other than annual general meetings shall be called extraordinary general meetings. The directors shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Acts.

51. The directors may call general meetings whenever and at such times and places as it shall determine and, on the requisition of members pursuant to the provisions of the Acts, shall forthwith proceed to convene an extraordinary general meeting in accordance with the provisions of the Acts. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any two members of the Company may call a general meeting.

## **NOTICE OF GENERAL MEETINGS**

52 (A) An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat, and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right

(B) The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such

(C) A notice of general meeting may specify a time, being not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the Register in order to have the right to attend or vote at the meeting. Changes made to entries on the Register after the time so specified shall be disregarded in determining the rights of any person to attend or vote at the meeting.

(D) Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and the Auditors

53 The accidental omission to give notice of a meeting, or to send any notification where required by the Acts or these Articles in relation to publication of a notice on a website, or to send a form of proxy where required by the Acts or these Articles to any person entitled to receive it, or the non-receipt for any reason of notice or notification

of a meeting or form of proxy by that person, whether or not the Company is aware of such omission or non-receipt, shall not invalidate the proceedings at that meeting

54 For the purposes of giving notice of any general meeting to members, the directors may determine that the members in respect of such shares entitled to receive such notices are those persons entered on the Register at the close of business on a day determined by them, such day not being more than 21 days before the day that the notice of general meeting is despatched

54.(A) If, after the sending 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 its control, to hold the meeting at the declared place and/or time, it may change the place 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 and/or postpone the time again if it decides that it is reasonable to do so. In either case.

- (a) no new notice of the meeting need be sent, but the directors shall, if practicable, advertise the date, time and place of the meeting in at least two newspapers having a national circulation and shall make arrangements for notices of the change of place and/or postponement to appear at the original place and/or at the original time, and
- (b) a proxy appointment in relation to the meeting may, if by means of an instrument, be delivered to the office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 81(a) or, if contained in an electronic communication, be received at the address (if any) specified by or on behalf of the Company in accordance with Article 81(b), at any time not less than 48 hours before any postponed time appointed for holding the meeting

(B) For the purposes of Article 54(A), the right of a member to participate in the business of any general meeting shall include without limitation the right to speak, vote on a show of hands, vote on a poll, be represented by a proxy and have access to all documents which are required by the Acts or these Articles to be made available at the meeting

## **PROCEEDINGS AT GENERAL MEETINGS**

55 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum

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

to such time and place as the directors may determine. If at the adjourned meeting a quorum is not present within thirty minutes after the time appointed for holding the meeting, the meeting shall be dissolved.

57 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

58 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

59 The directors and at any general meeting the chairman may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security and orderly conduct of a general meeting including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place. The directors are and, at any general meeting, the chairman is entitled to refuse entry to the general meeting to a person who refuses to comply with these arrangements, requirements or restrictions.

60. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.

61 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place. In addition, without prejudice to any other power of adjournment he may have under these Articles or at common law, the chairman may at any time, without the consent of a meeting, adjourn the meeting from time to time and from place to place if it appears to him that.

- (i) the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting,
- (ii) the unruly conduct of persons attending the meeting prevents or is likely to prevent the ordinary continuation of the business of the meeting; or
- (iii) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

61 (A) Any such adjournment may be for such time and to such other place as the chairman may, in his absolute discretion determine, notwithstanding that by reason of such adjournment some members may be unable to be present at the adjourned meeting. Any such member may nevertheless appoint a proxy for the adjourned



meeting either in accordance with Article 81 or by means of an instrument which, if delivered by him at the meeting which is adjourned to the chairman or the secretary or any director, shall be valid even though it is given at less notice than would otherwise be required by Article 81(a) When a meeting is adjourned for 30 days or more or for an indefinite period, notice shall be sent at least seven clear days before the date of the adjourned meeting specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to send any notice of an adjournment or of the business to be transacted at an adjourned meeting.

62 No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

63 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon In the case of a resolution duly proposed as a special or extraordinary resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon No amendment to a resolution duly proposed as an ordinary resolution may be considered or voted on (other than a mere clerical amendment to correct a patent error) unless either (a) at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the ordinary resolution is to be considered, notice of the terms of the amendment and the intention to move it has been delivered by means of an instrument to the office or to such other place as may be specified by or on behalf of the Company for that purpose, or received in an electronic communication at such address (if any) for the time being notified by or on behalf of the Company for that purpose, or (b) the chairman in his absolute discretion decides that the amendment may be considered and voted on

64 A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands or on the withdrawal of any other demand for a poll, a poll is duly demanded Subject to the provisions of the Acts, a poll may be demanded by

- (a) by the chairman of the meeting; or
- (b) by at least two members present in person or by proxy having the right to vote at the meeting, or
- (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting, or
- (d) by a member or members present in person or by proxy holding shares conferring a right to vote at the meeting 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

A demand by a person as proxy for a member shall be the same as a demand by the member

65 Unless a poll is duly demanded (and the demand is not withdrawn before the poll is taken), a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

66. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If the demand for a poll is withdrawn, the chairman, or any other entitled member, may demand a poll.

67 Subject to Article 69, a poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members), if required by the meeting, and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

68 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

69 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

70 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

71. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held. Such a resolution shall be by means of an instrument or contained in an electronic communication sent to such address (if any) for the time being notified by or on behalf of the Company for that purpose and may consist of

several instruments or several electronic communications, each executed by or on behalf of one or more of the members, or a combination of both

## VOTES OF MEMBERS

72 (A) Subject to Article 52(C) and to any rights or restrictions attached to any shares and to the provisions of the Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

(B) The voting rights of a member who is a recognised person shall be subject to the following further provisions, that is to say.

- (i) such member shall not be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the capital of the Company, either in person or by proxy, in respect of any share held by him unless not later than 48 hours before the time appointed for the holding of the relevant poll (together "the Relevant Time") he shall have delivered to the Company a declaration or declarations in accordance with paragraph (C) of this Article;
- (ii) if such member has delivered one or more such declarations he shall be entitled to exercise, either in person (including by a duly authorised representative) or by proxy, such number of votes as would, in the absence of this paragraph (B), attach to that number of shares of the relevant class as is equal to the least of
  - (a) the number of shares of the relevant class of which he is the holder at the Relevant Time, and
  - (b) the number of shares of the relevant class in respect of which a declaration or declarations have been delivered as aforesaid, and
  - (c) if any such declaration is to the effect that, if such member were not a recognised person, Shares would be Foreign-held Shares (a *Foreign Voting Declaration*) and if the aggregate of the number of votes which could otherwise be cast on a poll in respect of shares the subject of Foreign Voting Declarations when added to the number of votes to be counted towards the Individual Foreign Shareholding Limit under Article 49 would cause the Individual Foreign Shareholding Limit to be exceeded, the number of the relevant class of shares in respect of which declarations have been delivered as aforesaid less such number of shares in respect of which Foreign Voting Declarations have been given as would, when so added, represent the excess over the Individual Foreign Shareholding Limit;

and if, notwithstanding the foregoing provisions of this paragraph (B), any votes are exercised which should not have been exercised they shall not be counted

(C) Declarations for the purposes of this Article shall be in such form as the directors may from time to time prescribe, shall be signed by or on behalf of the person purporting to require the recognised person to appoint a proxy or a duly authorised representative or to exercise the relevant voting rights, including by an attorney or duly authorised officer or agent, be accompanied by such evidence as the directors may require of the authority of any signatory on behalf of such person and by a copy of the document purporting to require the recognised person to appoint a proxy or a duly authorised representative or to exercise the voting rights and shall state that, if the member were not a recognised person, either (i) the Shares concerned would not be Foreign-held Shares or (ii) that such Shares would be Foreign-held Shares

(D) For the purposes of this Article, words and expressions defined in Article 49 shall bear the same meaning herein save that no share shall be regarded as if it were a Foreign-held Share unless the person purporting to require the recognised person to exercise the voting rights, or to appoint a proxy or a representative, is himself a Foreigner, Foreign Corporation or Corporation under Foreign Control

73 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register.

74 A member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court or official, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, 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.

75 (A) No member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all money presently payable by him in respect of that share has been paid.

(B)(i) If at any time the board is satisfied that any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under section 212 of the Act (a *section 212 notice*) and is in default for the prescribed period in supplying to the Company the information required, or, in purported compliance with such a notice, has made a statement which is false or inadequate in a material particular then the

board may, in its absolute discretion at any time thereafter by notice (a *direction notice*) to the member direct that

- (a) in respect of the shares in relation to which the default occurred (the *Default Shares*), which expression includes any shares issued after the date of the section 212 notice in respect of those shares, the member shall not be entitled to attend or vote at a general meeting either personally or by proxy or on a poll,
- (b) where the Default Shares represent at least 0.25 per cent in nominal value of the issued shares of their class, the direction notice may additionally direct that in respect of the Default Shares
  - (1) except in a liquidation of the Company, no payment shall be made of any sums due from the Company on the Default Shares, whether in respect of capital or dividend or otherwise (including shares issued in lieu of a dividend), and the Company shall not meet any liability to pay interest on any such payment when it is finally paid to the member,
  - (2) no other distribution shall be made on the Default Shares,
  - (3) no transfer of any of the shares held by the member shall be registered unless
    - (aa) the member is not himself in default in supplying the information requested and the transfer when presented for registration is accompanied by a certificate by the member in such form as the board may in its absolute discretion require to the effect that after due and careful enquiry the member is satisfied that no person in default in supplying such information is interested in any of the shares the subject of the transfer,
    - (bb) the transfer is an approved transfer, or
    - (cc) registration of the transfer is required by the Regulations.

The Company shall send to each other person appearing to be interested in the Default Shares the subject of any direction notice a copy of the notice, but the failure or omission by the Company to do so shall not invalidate such notice

- (ii) Any direction notice shall cease to have effect
  - (a) in relation to any shares which are transferred by the member by means of an approved transfer; or
  - (b) when the board is satisfied that the member and any other person appearing to be interested in shares held by the member has given

to the Company the information required by the relevant section 212 notice.

(iii) The board may at any time give notice cancelling a direction notice

(iv) For the purposes of this Article

(a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under the said section 212 which either (1) names such person as being so interested or (2) fails to establish the identities of all those interested in the shares and (after taking into account the said notification and any other relevant section 212 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares,

(b) the prescribed period is 14 days from the date of service of the section 212 notice,

(c) a transfer of shares is an approved transfer if but only if

(1) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a take-over offer (as defined in section 428(1) of the Act), or

(2) the board is satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares the subject of the transfer to a party unconnected with the member and with any other persons appearing to be interested in such shares, or

(3) the transfer results from 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

(C) The Company may exercise any of its powers under Article 6(C) in respect of any Default Share that is held in uncertificated form

(D) Nothing contained in this Article 75 shall limit the power of the Company to apply to court under section 216 of the Act

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

77 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid and every vote not counted which ought to have been counted shall be disregarded. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

78 On a poll votes may be given either personally or by proxy or, in the case of a corporation, by duly authorised representative. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

79 The appointment of a proxy, whether by means of an instrument or contained in an electronic communication, shall be executed in such manner as the directors may approve. Subject thereto, the appointment of a proxy shall be executed by the appointor or his attorney or, if the appointor is a corporation, executed by a duly authorised officer, attorney or other authorised person or under its common seal. For the purpose of this Article and Articles 80, 81, 82 and 83(A), an electronic communication which contains a proxy appointment need not comprise writing if the directors so determine and in such a case, if the directors so determine, the appointment need not be executed but shall instead be subject to such conditions as the directors may approve.

80 The appointment of a proxy shall be in any usual form or in any other form which the directors may approve. Subject thereto, the appointment of a proxy may be

- (a) by means of an instrument; or
- (b) contained in an electronic communication sent to such address (if any) for the time being notified by or on behalf of the Company for that purpose, provided that the electronic communication is received in accordance with Article 81 not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 54(A)) or, where a poll is taken more than 48 hours after it is demanded, after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll.

The directors may, if they think fit, but subject to the provisions of the Acts, at the Company's expense send forms of proxy for use at the meeting and issue invitations contained in electronic communications to appoint a proxy in relation to the meeting in such form as may be approved by the directors. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned. A member may appoint more than one proxy to attend on the same occasion.

81 Without prejudice to Article 54(A)(b) or the second sentence of Article 61(A), the appointment of a proxy shall:

- (a) in the case of an instrument, be delivered personally or by post to the office or such other place within the United Kingdom as may be specified by or on behalf of the Company for that purpose.

- (i) in the notice convening the meeting, or

- (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting,

- not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 54(A)) at which the person named in the appointment proposes to vote, or

- (b) in the case of an appointment contained in an electronic communication, where an address has been specified by or on behalf of the Company for the purpose of receiving electronic communications

- (i) in the notice convening the meeting, or

- (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting, or

- (iii) in any invitation contained in an electronic communication to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

- be received at that address not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 54(A)) at which the person named in the appointment proposes to vote, or

- (c) in either case, where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

- (d) in the case only of an instrument, where a poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director

82 Any power of attorney or other written authority under which a proxy appointment is executed or an office or notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of such power or written authority shall be

- (a) delivered personally or by post to the office, or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 81(a), not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time



appointed for holding the meeting pursuant to Article 54(A)) at which the person named in the appointment proposes to vote, or

- (b) where a poll is taken more than 48 hours after it is demanded, be delivered as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or
- (c) in the case only of a proxy appointment by means of an instrument, where a poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director together with the proxy appointment to which it relates

83 (A) A proxy appointment which is not delivered or received in accordance with Article 81, or in respect of which Article 82 has not been complied with, shall be invalid. No proxy appointment shall be valid more than twelve months after the date stated in it as the date of its execution. When two or more valid proxy appointments are delivered or received in respect of the same share for use at the same meeting, the one which was executed last (regardless of the order in which the proxies are deposited or delivered) shall be treated as replacing and revoking the others as regards that share, if the Company is unable to determine which was executed last, none of them shall be treated as valid in respect of that share

(B) A proxy appointment shall be deemed to include the right to demand, or join in demanding, a poll but shall not confer any further right to speak at a meeting, except with the permission of the chairman. The proxy appointment shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates.

(C) Any corporation which is a member of the Company (in this Article the **grantor**) may, by resolution of its directors or other governing body, or by authority given under seal or under the hand of an officer duly authorised by it, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any separate meeting of the holders of any class of shares. The Solicitor for the Affairs of Her Majesty's Treasury may, so long as he is a member of the Company, authorise in writing under his hand such person as he thinks fit to act as his representative at any meeting of the Company or any class of members of the Company. A person so authorised shall be entitled to exercise the same power on behalf of the grantor as the grantor could exercise if it were an individual member of the Company, save that a director, the secretary or other person authorised for the purpose by the secretary may require such person to produce a certified copy of the resolution or authorisation before permitting him to exercise his powers. The grantor shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it

(D) A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding the poll unless notice of the determination was either delivered or received as mentioned in the following sentence at least three hours before the start of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll. Such notice of determination shall be either by means of an instrument delivered to the office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 81(a) or contained in an electronic communication received at the address (if any) specified by or on behalf of the Company in accordance with Article 81(b), regardless of whether any relevant proxy appointment was effected by means of an instrument or contained in an electronic communication. For the purpose of this Article, an electronic communication which contains such notice of determination need not comprise writing if the board has determined that the electronic communication which contains the relevant proxy appointment need not comprise writing.

## **NUMBER OF DIRECTORS**

84 Unless otherwise determined by ordinary resolution, the number of directors shall not at any time be less than four nor more than twenty

## **BORROWING POWERS**

85 (A) Subject as hereinafter provided and to the provisions of the Acts, the directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, assets (present and future) and uncalled capital, and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

(B) (1) The directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far as regards subsidiary undertakings as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all money borrowed by the Group (which expression in this Article means the Company and its subsidiary undertakings for the time being) and for the time being owing, subject as hereinafter provided, to persons other than the Company and its wholly owned subsidiary undertakings shall not, without the previous sanction of an ordinary resolution of the Company, exceed an amount equal to twice the Adjusted Capital and Reserves

(2) In this Article the expression *Adjusted Capital and Reserves* means a sum equal to the aggregate of:

- (a) the amount paid up (or credited as or deemed to be paid up) on the issued share capital of the Company, and
- (b) the amount standing to the credit of the reserves of the Group (including without limitation the Special Reserve, revaluation reserve and any share premium account or capital redemption reserve fund) after adding thereto or deducting therefrom any balance standing to the credit or debit of the profit and loss account of the Group

all based on a consolidation of the then latest audited balance sheets of the Company and its subsidiary undertakings (prepared on the historical cost basis, modified to such extent as may be stated in the accounting policies used for the preparation of such balance sheets) but after

- (i) making such adjustments as may be appropriate in respect of any variation in the amount of such paid up share capital or any such reserves subsequent to the relevant balance sheet date and so that for this purpose (1) if any issue or proposed issue of shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any premium) of the subscription moneys payable in respect thereof (not being moneys payable later than six months after the date of allotment) shall to the extent so underwritten be deemed to have been paid up on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, on the date when it became unconditional) and (2) share capital (including any premium) shall be deemed to have been paid up as soon as it has been unconditionally agreed to be subscribed or taken up (within six months of such agreement) by any person,
- (ii) making such adjustments as may be appropriate in respect of any distributions declared, recommended or made by the Company or its subsidiary undertakings (otherwise than attributable directly or indirectly to the Company) out of profits earned up to and including the date of the latest audited balance sheet of the Company or subsidiary undertakings (as the case may be) to the extent that such distribution is not provided for in such balance sheet;
- (iii) making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its subsidiary undertakings since the date of the latest audited balance sheet of the Company,

- (iv) making all such adjustments, if the calculation is required for the purposes of or in connection with a transaction under or in connection with which any company is to become or cease to be a subsidiary undertaking, as would be appropriate if such transaction had been carried into effect,
  - (v) excluding minority interests in subsidiary undertakings,
  - (vi) deducting sums equivalent to the book values of goodwill and any other intangible assets shown in such consolidation (as adjusted pursuant to the foregoing provisions of this paragraph (2)) provided that for the purposes of this sub-paragraph (vi) such proportion of launching costs (including development costs) previously incurred by the Group as are carried forward in such consolidation against deliveries with the concurrence of the Auditors and in accordance with any current Statement of Standard Accounting Practice or other accountancy principle or practice generally accepted for the time being in the United Kingdom shall be deemed not to be intangible assets
- (C) For the purposes of the foregoing limit the following provisions shall apply:
- (1) there shall be deemed, subject as hereinafter provided, to have been borrowed and to be outstanding as borrowed moneys of the relevant member of the Group (but only to the extent that the same would not otherwise fall to be taken into account).
    - (a) the principal amount of all debentures of any member of the Group which are not for the time being beneficially owned within the Group,
    - (b) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase or sale of goods in the ordinary course of trading) by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group,
    - (c) the nominal amount of any issued and paid up share capital (other than equity share capital) of any subsidiary undertaking of the Company not for the time being beneficially owned by any member of the Group,
    - (d) the nominal amount of any other issued and paid up share capital and the principal amount of any other debentures or other borrowed moneys (not being shares or debentures which, or borrowed moneys the indebtedness in respect of which, are for the time being beneficially owned within the Group) the redemption or repayment whereof is an obligation of or is guaranteed or wholly or (to the extent the same is partly secured) partly secured by any member of the Group provided that any amount which falls to be treated as borrowed money under this sub-paragraph (d) and which has been incurred in connection with the sale of any product of any member of the Group or of any other entity in which any member of the Group has an interest shall be reduced

by a sum equal to the aggregate of (i) the estimated realisable value of any security available to any member of the Group or other such entity (otherwise than from any other member of the Group) in respect of such amount and (ii) the amount of any insurance cover available to any such member or other such entity in respect of such amount. For this purpose the directors may act in reliance on a bona fide estimate of the estimated realisable value of any such security or the amount of any such insurance cover but if a certificate by the Auditors as to such value or such amount is requested such certificate shall be conclusive evidence of the same,

- (e) any fixed or minimum premium payable on final redemption or repayment of any debentures, share capital or other borrowed moneys falling to be taken into account,
  - (f) any fixed amount in respect of any Finance Lease (as hereinafter defined) payable by the Company or any of its subsidiary undertakings which would be shown at the material time as an obligation in a balance sheet prepared in accordance with the accounting principles used in the preparation of the latest available audited consolidated balance sheet of the Company, for this purpose **Finance Lease** means a contract between a lessor and a member of the Group as lessee or sub-lessee where substantially all the risks and rewards of the ownership of the asset leased or sub-leased are to be borne by the lessee or sub-lessee,
- (2) moneys borrowed by any member of the Group for the purposes of repaying or redeeming (with or without premium) in whole or in part any other borrowed moneys falling to be taken into account and intended to be applied for such purpose within six months after the borrowing thereof shall not during such period, except to the extent so applied, themselves fall to be taken into account,
- (3) any amounts borrowed by any member of the Group from bankers or others for the purpose of financing any contract up to an amount not exceeding those moneys receivable under such contract which are guaranteed or insured by the Export Credits Guarantee Department or other institution or body carrying on a similar business shall be deemed not to be borrowed moneys;
- (4) moneys borrowed (which shall be deemed to include share capital to which paragraph (C) (1) (c) applies) by a partly owned subsidiary undertaking and not owing to another member of the Group shall be taken into account subject to the exclusion of a proportion thereof equal to the minority proportion of the borrower and moneys borrowed (including such share capital as aforesaid) by a member of the Group from and owing to a partly owned subsidiary undertaking shall be taken into account to the extent of a proportion thereof equal to the minority proportion of the lender, for these purposes **minority proportion** shall mean the proportion of the issued equity share capital of the partly owned subsidiary undertaking which is not attributable to the Company or any subsidiary undertaking of the Company,

(5) moneys borrowed by any member of the Group at the time it becomes a subsidiary undertaking of the Company and for a period of six months thereafter and moneys borrowed remaining secured on any asset acquired by a member of the Group at the time of such acquisition and for a period of six months thereafter shall be deemed not to be borrowed moneys,

(6) there shall be credited against the amount of any moneys borrowed any amounts beneficially owned by the Company or any of its subsidiary undertakings which are deposited with any bank or other person (whether on current account or otherwise) not being the Company or one of its subsidiary undertakings and which are repayable to the Company or any of its subsidiary undertakings on demand or within three months of any demand, subject, in the case of money deposited by a partly owned subsidiary undertaking, to the exclusion of a proportion thereof equal to the minority proportion (as defined in paragraph (4) above),

(7) for the avoidance of doubt it is hereby expressly provided that for the purposes of the foregoing limit the following sums shall be deemed not to be borrowed moneys of the Group.

(a) sums advanced or paid to any member of the Group (or their agent or nominee) by customers of any member of the Group as prepayments or progress payments or payments on account or by way of deposit or security in respect of products or services or any guarantees or indemnities given by any member of the Group in relation thereto,

(b) sums which otherwise would fall to be treated as borrowed moneys of any member of the Group which were treated with the concurrence of the Auditors and in accordance with any current Statement of Standard Accounting Practice or other accountancy principle or practice generally accepted for the time being in the United Kingdom in the latest audited balance sheet of the relevant member of the Group on which such consolidation was based as otherwise than borrowed moneys of that member of the Group,

(8) when the aggregate amount of moneys borrowed at any material time is being ascertained

(a) any such moneys borrowed by any member of the Group denominated or repayable in a currency other than sterling shall be translated for the purposes of calculating the sterling equivalent

(1) with the exception of Excepted Foreign Currency Borrowings (as hereinafter defined), at the rate of exchange prevailing at the material time in London provided that all of such moneys borrowed shall be translated (if thereby such sterling aggregate amount would be less) at the option of the Company at the rate of exchange prevailing in London at the date of the latest available audited consolidated balance sheet of the Company, for the purposes of this sub-paragraph the rate of exchange shall be taken as the middle market rate as at the close of

business in London on the relevant day (or, if such day is not a business day) as supplied by such person or calculated on such basis as the Auditors may determine or approve,

- (2) in the case of any Excepted Foreign Currency Borrowings, at the rate of exchange which would be applicable to such moneys borrowed on their repayment to the extent that such rate of exchange is fixed under any Exchange Cover Scheme (as hereinafter defined) in connection with such moneys borrowed provided that where it is not possible to determine the rate of exchange applicable at the time of repayment of any such moneys borrowed they shall be translated into sterling under the terms of the applicable Exchange Cover Scheme on such basis as may be agreed with, or determined by the Auditors, or, if this is agreed by the Auditors not to be practicable, in accordance with the provisions of (1) above,

- (b) For the purposes of this paragraph (8)

- (1) ***Excepted Foreign Currency Borrowings*** means moneys borrowed denominated or repayable in a currency other than sterling which have the benefit of an Exchange Cover Scheme and ***Exchange Cover Scheme*** means any exchange cover scheme, forward currency contract, currency option, back to back loan, swap or other arrangement taken out or entered into to reduce the risks associated with fluctuations in exchange rates,

- (2) where under the terms of any borrowing the amount of money which would be required to discharge the principal amount of moneys borrowed in full if it fell to be repaid (whether at the option of the company borrowing the same or by reason of default) at such material time is less than the amount which would otherwise be taken into account in respect of such moneys borrowed for the purposes of this Article, the amount of such moneys borrowed to be taken into account shall be such less amount

- (D)(1) A certificate or report by the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article

- (2) If as a result of any change in legislation relating to or affecting taxation matters any fixed amount payable by the Company or any of its subsidiary undertakings in respect of any Finance Lease (as hereinbefore defined) shall increase and if in consequence the limit hereinbefore contained is exceeded, an amount of borrowed moneys equal to the excess may be disregarded until the expiration of six months after the date on which the directors became aware that such a situation has arisen.

(E) No person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or enquire whether the limit imposed by the provisions of this Article is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or security given express notice that the said limit had been or would thereby be exceeded

## **POWERS OF DIRECTORS**

86 Subject to the provisions of the Acts, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors

87 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

## **DELEGATION OF DIRECTORS' POWERS**

88 The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying, but so that the number of directors on such committee from time to time who are not British citizens (as defined in Article 89) shall not exceed one half of the total number of the members of such committee

## **NATIONALITY OF DIRECTORS**

89 (A) No person may be appointed to the office of chairman (when that person is to hold that office in an executive capacity), or to the office of chief executive, managing director or joint managing director of the Company (by whatsoever name called and whether or not he is a director) (in the Articles together called *chief executive*) unless he is a British citizen within the meaning of the British Nationality Act 1981 as in effect at the date of the adoption of this Article (hereinafter referred to as *British citizen*). A person may be appointed to the office of chairman (where that person is to hold that office in a non-executive capacity) notwithstanding that he is not a British citizen, but, having been appointed, may not subsequently hold or purport to



hold that office in an executive capacity unless that person has become (and has not ceased to be) a British citizen

(B) No person may be appointed to the office of director of the Company if, immediately following such appointment, the number of the directors of the Company who are not British citizens would exceed one half of the total number of the directors of the Company for the time being

(C) (i) If any chairman (who holds that office in an executive capacity) or chief executive for the time being ceases to be a British citizen, his office as chairman or chief executive (as the case may be), but not (save as hereinafter provided) his office of director, shall thereupon be vacated

(ii) If a director ceases to be a British citizen and, if at that time or immediately thereafter the number of the directors of the Company who are not British citizens exceeds one half of the total number of the directors of the Company for the time being, the office of director of the person concerned shall thereupon be vacated save that where, prior to the person concerned ceasing to be a British citizen, the directors resolve that some other person who is not a British citizen shall vacate office as director, the office of that other person (and not the person concerned) shall be vacated at such time.

(iii) If for any reason, and after the application of the provisions of sub-paragraph (C)(ii) (where applicable), the number of directors who are not British citizens exceeds one half of the total number of the directors of the Company for the time being, the board of directors shall procure that within three months of the board becoming aware of that fact the number of directors who are not British citizens shall be one half or less of the total number of the directors of the Company for the time being

(D) (i) No person may be appointed a director of the Company unless he shall have notified the directors previously as to whether or not he is a British citizen

(ii) A director shall notify the directors, forthwith upon his ceasing to be a British citizen, of that fact

(iii) The directors shall maintain a register of the names of all directors of the Company who have notified the directors that they are not British citizens and have not given a subsequent notice under sub-paragraph (iv) below

(iv) If any director whose name is entered in the register to be maintained pursuant to this paragraph (D) becomes a British citizen and so notifies the directors, his name shall be removed from that register.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

90. At every annual general meeting one-third of the directors or, if their number is not a multiple of three, the number nearest to one-third shall retire from office, but

- (a) if any director has at the start of the annual general meeting been in office for more than three years since his last appointment or re-appointment, he shall retire, and
- (b) if there is only one director who is subject to retirement by rotation, he shall retire

Subject to the provisions of the Acts and these Articles, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board at the date of the notice convening the annual general meeting. No director shall be required to retire or be relieved from retiring or be retired by reason of any change in the number or identity of the directors after the date of the notice but before the close of the meeting

91 At any annual general meeting of the Company, any director who

- (a) was elected or, as the case may be, last re-elected as a director by a resolution of the Company in general meeting passed at any time prior to the annual general meeting of the Company that took place two years previously, but
- (b) is not required to retire from office by Article 90 above,

shall also retire from office

92 If the Company at the meeting at which a director retires by rotation does not fill the vacancy, the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.

93 No person other than a director retiring by rotation shall be appointed or reappointed a director at any general meeting unless

- (a) he is recommended by the directors or
- (b) not less than seven and not more than forty two days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed

Except as otherwise authorised by the Acts, the appointment of any person proposed as a director shall be effected by a separate resolution

94 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire. The appointment of a person to fill a vacancy or as an additional director shall take effect from the end of the meeting in question.

95 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director and in either case whether or not for a fixed term, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. Irrespective of the term of his appointment, a director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

96 Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

97 A person may be appointed director at any age and a director may continue in office after attaining any age but the appointment or continuation in office of a director after he has attained the age of 70 shall be subject to the provisions of the Act.

98 For the avoidance of doubt, none of the directors shall be able to appoint any other director or any other person to be an alternate director to act in his place.

98 (A) A director shall not be required to hold any shares in the capital of the Company by way of qualification.

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

99 The office of a director shall be vacated if

- (a) he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director, or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally or shall apply 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
- (c) he is, or may be, suffering from mental disorder and either
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an

application for admission under the Mental Health (Scotland) Act 1984, or

- (11) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- (d) he resigns his office by notice to the Company or, having been appointed for a fixed term, the term expires or his office as a director is vacated pursuant to Article 96, or
- (e) a notice in writing signed by all his co-directors is served upon him, or
- (f) the directors resolve that he vacate office as director in accordance with Article 89(C)(ii).

100. The Company may in accordance with and subject to the provisions of the Act by ordinary resolution of which special notice has been given remove any director from office (notwithstanding any provision of these Articles or of any agreement between the Company and such director, but without prejudice to any claim he may have for damages for breach of any such agreement) The Company may, by ordinary resolution, appoint another person in place of a director so removed from office in accordance with this Article and any person so appointed shall be treated for the purpose of determining the time at which he or any other director is to retire by rotation as if he had become a director on the day on which the director in whose place he is appointed was last elected a director In default of such appointment the vacancy arising upon the removal of a director from office may be filled as a casual vacancy

## **DIRECTORS' REMUNERATION**

101 (A) The ordinary remuneration of the directors for their services shall not exceed such maximum as the Company may from time to time by ordinary resolution determine Such remuneration shall (unless any such resolution otherwise provides) be divisible among the directors as they may agree or, failing agreement, equally (except that any director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office)

(B) Any director who holds any executive office (including for this purpose the office of chairman or deputy chairman whether or not such office is held in an executive capacity), serves on any committee of the directors or otherwise performs special services which in the opinion of the directors are outside the scope of the ordinary duties of a director may (without prejudice to the provisions of Article 103) be paid such extra remuneration by way of salary, commission or otherwise as the directors may determine

## **DIRECTORS' EXPENSES**

102 The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

## **MANAGING AND EXECUTIVE DIRECTORS**

103 Subject to the provisions of the Acts and these Articles, the directors may appoint one or more of their number to the office of managing director or to any other executive office (except that of auditor) of the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms, including, without limitation, terms as to remuneration, as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any rights or claims to damages for breach of the contract of service between the director and the Company.

## **DIRECTORS' INTERESTS**

104. Subject to the provisions of the Acts, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- (c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
- (d) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

105 For the purposes of Article 104

- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

## **DIRECTORS' PENSIONS**

106. The directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits for any past or present director of the Company or of any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

## **PROCEEDINGS OF DIRECTORS**

107 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Notice of a board meeting shall be deemed to be properly given if given to him personally or by word of mouth or sent in writing to him at his last known address given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request the board that notices of board meetings shall during his absence be sent in writing to him at an address given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to directors not so absent and, if no such request is made to the board, it shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. No account is to be taken of directors absent from the United Kingdom when considering the adequacy of the period of notice of the meeting. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. Any director may waive notice of a meeting and any such waiver may be retrospective. Any electronic communication pursuant to this Article need not comprise writing if the directors so determine.

108 (A) The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two, provided that such quorum shall not be satisfied in relation to any business transacted during any part of the relative proceedings at a time when the number of the directors present who are not British citizens (as defined in Article 89) exceeds one half of the total number of the directors then present. Any director who ceases to be a director at a

board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no director objects

(B) Without prejudice to the first sentence of Article 107, any director may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where it is convened to be held or (if no director is present in that place) where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is. The word *meeting* in these Articles shall be construed accordingly.

109. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting

110 The directors may appoint one of their number to be the chairman, and one of their number to be the deputy chairman, of the board and may at any time remove either of them from that office. Unless he is unwilling to do so, the director so appointed as chairman, or in his stead the director appointed as deputy chairman, shall preside at every meeting of directors at which he is present. If there is no director holding either of those offices, or if neither the chairman or deputy chairman is willing to preside or neither is present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

111 All acts done by a meeting of directors, or of a committee of the board, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or any member of such committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote

112. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall (provided that not less than one half of the directors signing the same are British citizens (as defined in Article 89)) be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. For this purpose

- (a) a resolution may be by means of an instrument or contained in an electronic communication sent to such address (if any) for the time being notified by the Company for that purpose;

(b) a resolution may consist of several instruments or several electronic communications, each executed by one or more directors, or a combination of both

113 (A) Subject as provided in these Articles, a director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which (together with an interest of any person connected with him), to his knowledge, he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company.

(B) Subject to the provisions of the Acts and as provided in these Articles, a director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely

- (i) the giving of any guarantee security or indemnity to him in respect of money lent or obligations incurred by him at the request or for the benefit of the Company or any of its subsidiaries,
- (ii) the giving of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility (in whole or in part and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security,
- (iii) any contract, arrangement, transaction or proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase, in which offer he is or is to be interested as a holder of such securities or as a participant in the underwriting or sub-underwriting thereof,
- (iv) any contract, arrangement, transaction or proposal concerning any other body corporate in which he is interested, directly or indirectly and whether as an officer, shareholder, creditor or otherwise, provided that he (together with any person connected with him within the meaning of Section 346 of the Act) is not the holder of or beneficially interested as that term is used in sections 198 to 211 of the Act in one per cent or more of the issued shares of any class of the equity share capital of such body corporate (or of any third body corporate through which his interest is derived) or of the voting rights available to members of the relevant body corporate (any such interest being deemed for the purposes of this Article to be a material interest in all circumstances),
- (v) any contract, arrangement, transaction or proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiaries which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangements relates; and



(vi) any contract, arrangement, transaction or proposal concerning any insurance which the Company has the power to purchase or maintain for or for the benefit of any directors of the Company or persons who include directors of the Company

(C) For the purposes of this Article 113, an interest of a person who is, for any purpose of the Acts (excluding any statutory modification of the Acts not in force when this Article is adopted), connected with a director shall be treated as an interest of the director

113 (AA) The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of directors or of a committee of directors

114 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote

115 The Company may by ordinary resolution ratify any transaction not duly authorised by reason of a contravention of any provision of these Articles prohibiting a director from voting at a meeting of the board or a committee of the board

116 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately and (provided he is not by the proviso to Article 113(B)(iv) or for any other reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment

117 If a question arises at a meeting of directors or of a committee of directors as to the materiality of a director's interest or as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive except in a case where the nature or extent of the interests of the director concerned have not been fairly disclosed. If any such question arises in respect of the chairman of the meeting, it shall be decided by resolution of the board (on which the chairman shall not vote) and such resolution will be final and conclusive except in a case where the nature and extent of the interests of the chairman have not been fairly disclosed

## **SECRETARY**

118 Subject to the provisions of the Acts, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit. Any secretary so appointed may be removed by the directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company

## MINUTES

119 The directors shall cause minutes to be made in books kept for the purpose

- (a) of all appointments of officers made by the directors, and
- (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the capital of the Company, the directors, and of committees of directors, including the names of the directors present at each such meeting

119 (A) Any such minutes, if purporting to be executed by the chairman of the meeting to which they relate or of the meeting at which they are read, shall be sufficient evidence of the proceedings at the meeting without any further proof of the facts stated in them.

## THE SEAL

120 (A) The Seal and the Securities Seal, if any, shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument executed under the Seal and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director save that, as regards any certificates for shares or debentures or other securities of the Company, the directors may by resolution determine either generally or in any particular case that such signature or either of them shall be dispensed with, or printed or affixed by some method or system of mechanical signatures. Any document may be executed under the seal by impressing the seal by mechanical or electronic means or by printing the seal or a facsimile of it on such document or by applying the seal or a facsimile of it by any other means to such document.

(B) The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the Securities Seal shall not require to be signed.

(C) Where the Acts so permit, any instrument signed by one director and the secretary or by two directors and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended to have effect as a deed without the authority of the directors or of a committee authorised by the directors in that behalf. In relation to any such instrument, the directors may by resolution determine that such signatures or either of them shall be dispensed with, printed or affixed by some method or system of mechanical signature.

121 The Company may exercise the powers conferred by the Acts with regard to having an official seal for use abroad and such powers shall be vested in the directors.

## REGISTERS

121 (A) Subject to the provisions of the Companies Acts and the Regulations, the Company may keep an overseas or local or other register in any place, and the directors may make, amend and revoke any regulations it thinks fit about the keeping of that register

(B) Any director or the secretary or any other person appointed by the directors for the purpose shall have power to authenticate and certify as true copies of and extracts from

- (a) any document comprising or affecting the constitution of the Company, whether in physical form or electronic form,
- (b) any resolution passed by the Company, the holders of any class of shares in the capital of the Company, the directors or any committee of the directors, whether in physical form or electronic form, and
- (c) any book, record and document relating to the business of the Company, whether in physical form or electronic form (including without limitation the accounts)

If certified in this way, a document purporting to be a copy of a resolution, or the minutes or an extract from the minutes of a meeting of the Company, the holders of any class of shares in the capital of the Company, the directors or a committee of the directors, whether in physical form or electronic form, shall be conclusive evidence in favour of all persons dealing with the Company in reliance on it or them that the resolution was duly passed or that the minutes are, or the extract from the minutes is, a true and accurate record of proceedings at a duly constituted meeting

## DIVIDENDS

122 (A) Subject to the provisions of the Acts, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors

(B) With the prior sanction of an ordinary resolution, the directors may (subject as hereinafter provided) offer extra shares, credited as fully paid, to shareholders as an alternative to cash in respect of the whole (or some part, to be determined by the directors) of any dividend or dividends which the resolution specifies. These extra shares will be known as a *scrip dividend*

(C) Each shareholder who chooses a scrip dividend will be allotted the number of shares which, at the Relevant Value, are worth an amount as close as possible to, but no more than, the cash dividend that the shareholder would have received, exclusive of any imputed tax credit. **Relevant Value** means the average of the middle market quotations for the Company's shares on the London Stock Exchange plc, as derived from the Daily Official List, on the day chosen by the directors and the four business days immediately following.

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

(E) The directors shall not allot fractions of shares. The board may make whatever arrangements they think fit to deal with fractional entitlements that would otherwise arise. These arrangements may include (i) provisions under which the whole or part of the benefit of fractional entitlements is kept for the Company and/or (ii) provisions under which fractional entitlements are accumulated on behalf of a shareholder and applied in allotting bonus shares to that shareholder or subscribing cash for shares on behalf of that shareholder, and/or (iii) provision for cash payments to be made to shareholders in respect of their fractional entitlements

(F) The full cash dividend (or that part of the dividend in respect of which a right of election has been offered) will not become payable to shareholders who validly choose the scrip dividend. Instead, extra shares will be allotted to such shareholders in accordance with Article 122(C). For this purpose the directors shall set aside a sum equal to the total nominal amount of the additional shares to be allotted from sums credited to the Company's reserves, its share premium account or its profit and loss account whether or not the same is available for distribution. The directors shall apply this sum to pay up the relevant number of shares for allotment and distribution to such shareholders. When allotted, these shares shall rank *pari passu* in all respects with the fully paid shares of the same class then in issue (except for the right to receive the relevant cash dividend). Unless the directors otherwise determine, (and subject to the Regulations and the facilities and requirements of the relevant system concerned) the shares so allotted shall be issued as certificated shares (where the shares in respect of which they have been allotted were certificated shares at the *Scrip Record Time*) or as uncertificated shares (where the shares in respect of which they have been allotted were uncertificated shares at the *Scrip Record Time*) provided that if the Company is unable under the facilities and requirements of the relevant system concerned to issue ordinary shares in respect of the person entitled thereto as uncertificated shares able to be evidenced and transferred without a written instrument, such shares shall be issued as certificated shares, for these purposes, the *Scrip Record Time* means such time on the record date for determining the entitlements of members to make elections as described in this Article, or on such other date, as the directors may in their absolute discretion determine

(G) The directors may on any occasion decide not to make the right to choose a scrip dividend available to shareholders or any category of shareholders in any territory where

- (1) the offer of such a right would or might be unlawful, or
- (2) the directors consider that compliance with local laws or regulations would be onerous

In these cases the provisions of this Article shall be subject to such decisions

(H) The directors shall have the power to do anything which they think fit to put this Article into effect

(I) The directors may, in their discretion, amend, suspend or terminate any offer which is in operation.

123 Subject to the provisions of the Acts, the directors may pay interim dividends if it appears to the directors that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall 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 any shares having deferred or non-preferred rights

124 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but, if any share is allotted or issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly. For the purposes of this Article, no amount paid on a share in advance of a call thereon shall be treated as paid on the share

125 A general meeting declaring a dividend may, upon the recommendation of the directors, by ordinary resolution direct that it shall be satisfied wholly or partly by the distribution of assets including without limitation paid up shares or debentures of another body corporate. Where any difficulty arises in regard to the distribution, the directors may make any arrangements they think fit to settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees

125 (A) The board may deduct from any dividend or other moneys payable to any member in respect of a share any moneys presently payable by him to the Company in respect of that share. Where a person is entitled by transmission to a share, the board may retain any dividend payable in respect of that share until that person (or that person's transferee) becomes the holder of that share

126 (A) Any dividend or other moneys payable in respect of a share may be paid:

(a) in cash, or

- (b) by cheque or warrant made payable to or to the order of the holder or person entitled to payment, or
- (c) by any direct debit, bank or other funds transfer system to the holder or person entitled to payment or, if practicable, to a person designated by notice to the Company by the holder or person entitled to payment, or
- (d) by any other method approved by the directors and agreed (in such form as the Company thinks appropriate) by the holder or person entitled to payment including without limitation in respect of an uncertificated share by means of the relevant system (subject to the facilities and requirements of the relevant system)

(B) If two or more persons are registered as joint holders of any share, or are entitled by transmission jointly to a share, the Company may

- (a) pay any dividend or other moneys payable in respect of the share to any one of them and any one of them may give effectual receipt for that payment, and
- (b) for the purpose of Article 126(A), rely in relation to the share on the written direction, designation or agreement of, or notice to the Company by, any one of them

(C) A cheque or warrant may be sent by post

- (a) where a share is held by a sole holder, to the registered address of the holder of the share, or
- (b) if two or more persons are the holders, to the registered address of the person who is first named in the Register, or
- (c) if a person is entitled by transmission to the share, as if it were a notice to be sent under Article 139, or
- (d) in any case, to such person and to such address as the person entitled to payment may direct by notice to the Company

(D) Payment of a cheque or warrant by the bank on which it was drawn or the transfer of funds by the bank instructed to make the transfer or, in respect of an uncertificated share, the making of payment in accordance with the facilities and requirements of the relevant system (which, if the relevant system is CREST, may be the creation of an assured payment obligation in respect of the dividend or other moneys payable in favour of the settlement bank of the member or other person concerned) shall be a good discharge to the Company. Every cheque or warrant sent in accordance with these Articles shall be at the risk of the holder or person entitled. The Company shall have no responsibility for any sums lost or delayed in the course of payment by any other method used by the Company in accordance with Article 126(A).

127 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share

128 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company. The payment by the board of any unclaimed dividend or other moneys payable in respect of a share may (but need not) be paid by the Company into an account separate from the Company's own account, such payment shall not constitute the Company a trustee thereof. The Company shall be entitled to cease sending dividend warrant and cheques by post or otherwise to a member if such instruments have been returned undelivered to, or left uncashed by, that member on at least two consecutive occasions or, following one such occasion, reasonable enquiries have failed to establish any new address of the holder. The entitlement conferred on the Company by this Article in respect of any member shall cease if such member claims a dividend or cashes a dividend cheque

129 The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the holder thereof (or the person becoming entitled to the share in consequence of the death, bankruptcy or mental disorder of the holder or by operation of law or any other event) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company

## ACCOUNTS

130 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company or order of a court of competent jurisdiction.

131 A copy of every balance sheet and profit and loss account or (where the Acts or any applicable regulations allow, and if the directors so resolve) a copy of a summary financial statement instead of such balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Acts or of the Articles. Provided that this Article shall not require a copy of these documents or this statement to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any member or holder of debentures to whom a copy of these documents or this statement has not been sent shall be entitled to receive a copy free of charge on application at the Office. If all or any of the shares or debentures of the Company shall for the time being be listed on the Official List, there shall be forwarded to the appropriate officer of the UK Listing Authority such number of copies of such documents or this statement as may for the time being be required by its regulations.

## CAPITALISATION OF PROFITS

132 The directors may with the authority of an ordinary resolution of the Company

- (a) subject as hereinafter provided, resolve to capitalise any undistributed profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or other fund including without limitation the Company's share premium account or capital redemption reserve, if any,
- (b) appropriate the sum resolved to be capitalised to the members or any class of the members on the record date specified in the relevant resolution who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures or other obligations of the Company of a nominal amount equal to that sum, and allot the shares or debentures or other obligations credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid,
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article in fractions,
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for either
  - (i) the allotment to them respectively, credited as fully paid, of any shares or debentures or other obligations to which they are entitled upon such capitalisation, or
  - (ii) the payment up by the Company on behalf of the members of the amounts, or any part of the amounts, remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under that authority shall be binding on all such members, and

- (e) generally do all acts and things required to give effect to such resolution as aforesaid



## RECORD DATES

133 (A) Notwithstanding any other provision of these Articles, the Company or the directors may

- (a) fix any date as the record date for any dividend, distribution, allotment or issue, which may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made,
- (b) for the purpose of determining which persons are entitled to attend and vote at a general meeting of the Company, or a separate general meeting of the holders of any class of shares in the capital of the Company, and how many votes such persons may cast, specify in the notice of meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the Register in order to have the right to attend or vote at the meeting, changes to the Register after the time specified by virtue of this Article 133(A)(b) shall be disregarded in determining the rights of any person to attend or vote at the meeting, and
- (c) for the purpose of sending notices of general meetings of the Company, or separate general meetings of the holders of any class of shares in the capital of the Company, under these Articles, determine that persons entitled to receive such notices are those persons entered on the Register at the close of business on a day determined by the Company or the directors, which day may not be more than 21 days before the day that notices of the meeting are sent

## NOTICES

134 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing. Any such notice may be sent using electronic communications to such address (if any) for the time being notified for that purpose to the person sending the notice by or on behalf of the person to whom the notice is sent.

135 (A) The Company may give any notice or other document pursuant to these Articles to a member by whichever of the following methods it may in its absolute discretion determine:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the member at his registered address, or
- (c) by leaving the notice or other document at that address, or
- (d) by sending the notice or other document using electronic communications to such address (if any) for the time being notified to the Company by or on behalf of the member for that purpose, or

(e) in accordance with Article 135(AA), or

(f) by any other method approved by the directors

(B) In the case of joint holders of a share, all notices or other documents shall be given to the joint holder whose name stands first in the Register in respect of the joint holding. Any notice or other documents so given shall be deemed for all purposes sent to all the joint holders.

(C) A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices or other document may be given to him by instrument or an address to which a notice or other document may be sent using electronic communications shall (provided that, in the case of electronic communications, the Company so agrees) be entitled to have notices or other documents given to him at that address, but otherwise:

(a) no such member shall be entitled to receive any notice from the Company, and

(b) without prejudice to the generality of the foregoing, any notice of a general meeting of the Company which is in fact sent or purports to be sent to such member shall be ignored for the purpose of determining the validity of the proceedings at such general meeting

(D) The board may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic communications for the sending of notices, other documents and proxy appointments by the Company to members or persons entitled by transmission and by members or persons entitled by transmission to the Company.

(E) Any notice or other document to be given or delivered by the Company to a member may be given by reference to the Register as it stands at any time within the period of fifteen days before the notice or other document is given or delivered; and no change in the Register after that time shall invalidate the giving of the notice. Where any notice or other document is given or delivered to any person in respect of a share in accordance with these Articles, no person having any title or interest in that share shall be entitled to any further service or delivery of that notice or document.

135 (AA) Subject to the Acts, the Company may also send any notice or other document pursuant to these Articles to a member by publishing that notice or other document on a website where

(a) the Company and the member have agreed to him having access to the notice or document on a website (instead of it being sent to him),

(b) the notice or document is one to which that agreement applies,

(c) the member is notified, in a manner for the time being agreed between him and the Company for the purpose, of

(i) the publication of the notice or document on a website,

- (ii) the address of that website, and
  - (iii) the place on that website where the notice or document may be accessed, and how it may be accessed, and
  - (d) the notice or document is published on that website throughout the publication period, provided that, if the notice or document is published on that website for a part, but not all of, the publication period, the notice or document shall be treated as being published throughout that period if the failure to publish that notice or document throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid
- (BB) In Article 135(AA) *publication period* means
- (a) in the case of a notice of an adjourned meeting pursuant to Article 61(A), a period of not less than seven clear days before the date of the adjourned meeting, beginning on the day following that on which the notification referred to in sub-paragraph (c) above is sent or (if later) is deemed sent,
  - (b) in the case of a notice of a poll pursuant to Article 70, a period of not less than seven clear days before the taking of the poll, beginning on the day following that on which the notification referred to in sub-paragraph (c) above is sent or (if later) is deemed sent, and
  - (c) in any other case, a period of not less than 21 days, beginning on the day following that on which the notification referred to in sub-paragraph (c) above is sent or (if later) is deemed sent

136 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

137. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the Register, has been duly given to a person from whom he derives his title (save that he shall not be bound by any notice or notification issued to such person under Section 212 of the Act or under Article 75

138 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. Proof that a notice or other document contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators current at the date of adoption of these Articles, or, if the directors so resolve, any subsequent guidance so issued, shall be conclusive evidence that the notice or document was sent

138 (A) Unless otherwise provided by these Articles, a member or person otherwise entitled by transmission to a share shall send any notice or other document pursuant to these Articles to the Company by whichever of the following methods he may in his absolute discretion determine:-

- (a) by posting the notice or other document in a prepaid envelope addressed to the office, or
- (b) by leaving the notice or other document at the office, or
- (c) by sending the notice or other document using electronic communications to such address (if any) for the time being notified by or on behalf of the Company for that purpose.

139 A notice or other document may be given or delivered by the Company to the persons entitled to a share by transmission whether in consequence of the death or bankruptcy or mental disorder of a member or otherwise by sending or delivering it, in any manner authorised by the Articles for the giving of notice or delivery of other document to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice or other document may be given or delivered in any manner in which it might have been given if the death or bankruptcy or other event giving rise to the transmission had not occurred.

139 (A) A notice or other document sent by the Company to a member contained in an electronic communication shall be deemed sent to the member on the day following that on which the electronic communication was sent to the member. Such a notice or other document shall be deemed sent by the Company to the member on that day notwithstanding that the Company becomes aware that the member has failed to receive the relevant notice or other document for any reason and notwithstanding that the Company subsequently sends a copy of such notice or other document by post to the member.

140 (A) Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by the Articles, shall be sufficiently given by advertisement.

(B) If at any time by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by notices sent through the post, notice of such general meeting may be given by advertisement in the United Kingdom. In any such case the Company shall send confirmatory copies of the notice by post if at least 48 hours prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

(C) Any notice given by advertisement shall be advertised on the same date in at least one national daily newspaper and such notice shall be deemed to have been duly

served on all members entitled thereto at noon on the day when the advertisement appears

## **DESTRUCTION OF DOCUMENTS**

140 (AA) The Company shall be entitled to destroy

- (a) all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entry is made in the Register, at any time after the expiration of six years from the date of registration,
- (b) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address at any time after the expiration of two years from the date of recording;
- (c) all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation,
- (d) all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment,
- (e) all proxy appointments which have been used for the purpose of a poll at any time after the expiration of one year from the date of use, and
- (f) all proxy appointments which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the proxy appointment relates and at which no poll was demanded

(BB) It shall conclusively be presumed in favour of the Company that

- (a) every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document destroyed in accordance with Article 140(AA) was duly and properly made,
- (b) every instrument of transfer destroyed in accordance with Article 140(AA) was a valid and effective instrument duly and properly registered,
- (c) every share certificate destroyed in accordance with Article 140(AA) was a valid and effective certificate duly and properly cancelled, and
- (d) every other document destroyed in accordance with Article 140(AA) was a valid and effective document in accordance with its recorded particulars in the books or records of the Company,

but.

- (e) the provisions of this Article and Article 140(AA) apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties) to which the document might be relevant,

- (f) nothing in this Article or Article 140(AA) shall be construed as imposing on the Company any liability in respect of the destruction of any document earlier than the time specified in Article 140(AA) or in any other circumstances which would not attach to the Company in the absence of this Article or Article 140(AA), and

any reference in this Article or Article 140(AA) to the destruction of any document includes a reference to its disposal in any manner

## **WINDING UP**

141 If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Acts, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability

141 (A) The power of sale of a liquidator shall include a power to sell wholly or partially for shares or debentures or other obligations of another body corporate, either then already constituted or about to be constituted for the purpose of carrying out the sale

## **INDEMNITY**

142.(A) Subject to the provisions of the Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or employee of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and it shall be the duty of the directors to pay, out of the funds of the Company, all costs, losses, expenses and liabilities which any such officer or employee may sustain, incur or become liable to by reason of any contract entered into or act or deed done by him as such officer or employee or in any way in discharge of his duties

(B) Without prejudice to the generality of the foregoing, the directors shall (save in the circumstances set out in paragraphs (D) and (F) of Article 49 or unless any director has reason to believe otherwise), be entitled to assume that every share, other than those particulars of which are entered in the separate register maintained by the directors pursuant to Article 49(E), is not a Foreign-held Share (as that expression is defined in Article 49) and accordingly, save in such circumstances as aforesaid, the directors shall, so long as they act reasonably and in good faith, be under no liability

to the Company or any other person for failing to treat any share as a Foreign-held Share or Relevant Share (defined as aforesaid) in accordance with the provisions of Article 49 and neither shall the directors or any of them be liable to the Company or any other person if, having acted reasonably and in good faith, they determine erroneously that any share is a Foreign-held Share or a Relevant Share and, on the basis of such determination, perform or exercise (or purport to perform or exercise) their duties, powers, rights or discretions under Article 49 in relation to such share

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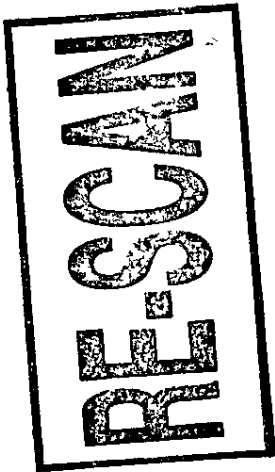
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No. 1003142

THE COMPANIES ACT 1985



**Rolls-Royce plc**

COMPANY LIMITED BY SHARES

**ORDINARY RESOLUTION**

At the ANNUAL GENERAL MEETING of ROLLS-ROYCE plc

held on Thursday, 30 May 2002, the following

Resolution was passed as an ORDINARY RESOLUTION

**RESOLUTION**

That the directors be and are hereby authorised, to offer shareholders the right to elect to receive shares, credited as fully paid, instead of cash in respect of any dividend declared or paid during the period from the date of passing of this resolution to 28 May 2003, in accordance with the Articles of Association of the Company

C E BLUNDELL

*Company Secretary*

12-6-02 - 95